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सं. 8]

नई दिल्ली, फरवरी 17—फरवरी 23, 2019, शनिवार/माघ 28—फाल्गुन 4, 1940

No. 8]

NEW DELHI, FEBRUARY 17—FEBRUARY 23, 2019, SATURDAY/MAGHA 28—PHALGUNA 4, 1940

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली 18 फरवरी, 2019

का.आ. 246.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 की उपधारा (ii) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की अनुशंसा पर एतद्वारा यह घोषणा करती है कि भारत में बैंकिंग कारोबार करने के लिए उक्त अधिनियम की धारा 7 की उपधारा (1) के उपबंध यूनाइटेड किंगडम आधारित बैंक “नेट वेस्ट मार्केट्स पीएलसी” (पूर्ववर्ती दि रॉयल बैंक ऑफ स्कॉटलैंड पीएलसी) पर लागू नहीं होंगे।

[फा. सं. 7/173/2018-बीओए-1]

ए.के. घोष, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 18th February, 2019

S.O. 246.—In exercise of the powers conferred by sub-section (ii) of section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provision of sub-section (1) of section 7 of the said Act shall not apply to “NetWest Markets PLC” (erstwhile The Royal Bank of Scotland PLC), a United Kingdom based bank, for carrying on banking business in India.

[F. No.7/173/2018-BOA-I]

A. K. GHOSH, Under Secy.

विदेश मंत्रालय
(सी.पी.वी. प्रभाग)

नई दिल्ली, 13 फरवरी, 2019

का.आ. 247.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के उच्चायोग, माले में श्री अजय कुमार, सहायक अनुभाग अधिकारी को दिनांक 06 फरवरी 2019 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2015]

प्रकाश चन्द, निदेशक (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS
(CPV DIVISION)

New Delhi, the 13th February, 2019

S.O. 247.—Statutory Order : In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Ajay Kumar, Assistant Section Officer in the High Commission of India, Male to perform Consular services as Assistant Consular Officer with effect from 06 February 2019.

[No.T-4330/01/2015]

PRAKASH CHAND, Director (Consular)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 फरवरी, 2019

का.आ. 248.—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली विशेष पुलिस स्थापन (के.अ.ब्यू.) और उससे संबंधित अन्य मामलों की ओर से माननीय उच्च न्यायालय, पटना के समक्ष श्री शिवाकुमार, सीईओ, भारतीय रेल बिजली कंपनी लिमिटेड (बीआरबीसीएल), कंवल तनुज, तत्कालीन जिला मजिस्ट्रेट, औरंगाबाद (बिहार) और अन्य के विरुद्ध केंद्रीय अन्वेषण ब्यूरो मामला आरसी एसी.1.2018 ए0002 तथा इससे संबद्ध अन्य मामलों एवं उससे आनुषंगिक मामलों का संचालन करने के लिए श्री के.राघवाचार्युलु, अधिवक्ता को नियुक्ति की तारीख से तीन वर्षों की अवधि के लिए या मामले का निपटान होने तक या अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/30/2018-एवीडी-II]

एस.पी.आर. त्रिपाठी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**New Delhi, the 8th February, 2019

S.O. 248.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri K. Raghavacharyulu, Advocate as Special Public Prosecutor for conducting Central Bureau of Investigation case RC AC.1.2018 A0002 against Shri Sivakumar, Chief Executive Officer, Bhartiya Rail Bijlee Company Limited (BRBCL), Kanwal Tanuj, the then District Magistrate, Aurangabad, (Bihar) & others before the Hon'ble High Court of Judicature at Patna on behalf of Delhi Special Police Establishment (CBI) and other matters connected therewith and incidental thereto for a period of three years from the date of appointment or disposal of the case or till further orders, whichever is earlier.

[F. No. 225/30/2018-AVD-II]

S.P.R. TRIPATHI, Under Secy.

नई दिल्ली, 8 फरवरी, 2019

का.आ. 249.—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिल्ली विशेष पुलिस स्थापन द्वारा संस्थित आरसी 3/ई/2014 बैंक सुरक्षा और कपट सेल मुंबई (विशेष मामला संख्या 12/2015) और उससे संबंधित अन्य मामलों और उसके आनुषंगिक मामलों का लातूर विचारण न्यायालय महाराष्ट्र के समक्ष अभियोजन का संचालन करने के लिए अधिवक्ता सुश्री स्वाति गणपति तोडकरी को नियुक्ति की तारीख से 3 वर्ष की अवधि या मामले का निस्तारण होने तक या अगले आदेश तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/25/2016-एवीडी-II]

एस.पी.आर. त्रिपाठी, अवर सचिव

New Delhi, the 8th February, 2019

S.O. 249.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Ms. Swati Ganpati Todkari, Advocate as Special Public Prosecutor for conducting prosecution of RC 3/E/2014 Bank Securities & Fraud Cell Mumbai (Special case number 12/2015) instituted by Delhi Special Police Establishment and other matters connected therewith and incidental thereto before the Trial Court at Latur, Maharashtra for a period of three years from the date of appointment or disposal of the case or till further orders, whichever is earlier.

[F. No. 225/25/2016-AVD-II]

S.P.R. TRIPATHI, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 18 फरवरी, 2019

का. आ. 250.—केंद्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 2724(अ), तारीख 21 अगस्त, 2017 द्वारा जो भारत के राजपत्र, असाधारण,

भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 22 अगस्त, 2017 में प्रकाशित की गई थी, उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र में 17.05 हेक्टर (लगभग) या 42.13 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और महाराष्ट्र सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है, कि इसे संलग्न अनुसूची में यथा वर्णित 17.05 हेक्टर (लगभग) या 42.13 एकड़ (लगभग) माप वाली भूमि और ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाने चाहिए ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि, अनुसूची में यथा वर्णित 17.05 हेक्टर (लगभग) या 42.13 एकड़ (लगभग) माप वाली भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं ;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्या सी-1(ई)/III/एफआर/942-0718, तारीख 31 जुलाई, 2018 का निरीक्षण कलेक्टर, जिला नागपुर, महाराष्ट्र के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700 001 के कार्यालय में या महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल एस्टेट, सिविल लाईन्स, नागपुर - 440 001, महाराष्ट्र के कार्यालय में किया जा सकता है।

अनुसूची

अमल्लामेटेड गोंडेगांव-घाटरोहना विवृत खान (शेष क्षेत्र)

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

[रेखांक संख्या सी-1(ई)/III/एफआर/942-0718, तारीख 31 जुलाई, 2018]

सभी अधिकार:

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	तहसील	जिला	भूमि का वर्णन (हेक्टेयर में)			कुल	टिप्पणी
					अभिधृति	सरकारी	वन		
1.	गोंडेगांव	13	पारसिवनी	नागपुर	17.05	0.00	0.00	17.05	भाग

कुल क्षेत्र : 17.05 हेक्टर (लगभग)

या 42.13 एकड़ (लगभग)

ग्राम गोंडेगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

अभिधृति भूमि :

60/1- 60/2- 60/3, 61/1ए-1 - 61/1ए-2- 61/1बी-1- 61/1बी-2- 61/2ए- 61/2बी- 61/2सी, 62, 63/1- 63/2- 63/3.

सीमा वर्णन :

क-ख-ग : रेखा ग्राम गोंडेगांव में आरंभिक बिन्दु 'क' से प्रारंभ होती है और बिन्दु 'ख' से होकर गोंडेगांव विवृत खान के लिए अधिग्रहित भूमि की सीमा से होती हुई बिन्दु 'ग' से मिलती है।

ग - घ : रेखा दक्षिण पश्चिम दिशा से होती हुई गोंडेगांव विवृत खान के लिए अधिग्रहित भूमि की सीमा से होती हुई बिन्दु 'घ' पर मिलती है।

घ-ड.-च : रेखा उत्तर पश्चिम दिशा से होती हुई गोंडेगांव विवृत खान के लिए अधिग्रहित भूमि की सीमा पर बिन्दु 'ड.' से होकर गुजरती है और बिन्दु 'च' पर मिलती है।

च - क : रेखा सड़क से लगकर उत्तर पूर्व दिशा से होती हुई ग्राम गोंडेगांव में आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/26/2016-एलए एण्ड आईआर]

राम शिरोमणि सरोज, उप सचिव

MINISTRY OF COALNew Delhi, the 18th February, 2019

S.O. 250.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 2724(E), dated the 21st August, 2017 issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 22nd August, 2017, the Central Government gave notice of its intention to acquire all rights in or over the lands measuring 17.05 hectares (approximately) or 42.13 acres (approximately) in the locality specified in the Schedule annexed to that notification;

And whereas, the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas, the Central Government after considering the report aforesaid and after consulting to the Government of Maharashtra, is satisfied that the lands measuring 17.05 hectares (approximately) or 42.13 acres (approximately) and all rights in or over such lands as described in the Schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government hereby declares that all rights in or over the land measuring 17.05 hectares (approximately) or 42.13 acres (approximately) as described in the Schedule are hereby acquired.

The plan bearing number C-I(E)III/FR/942-0718, dated the 31st July, 2018 of the area covered by this notification, may be inspected in the office of the Collector, District Nagpur, Maharashtra or in the office of the Coal Controller, 1, Council House Street, Kolkata -700 001 or in the office of the General Manager, Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001, Maharashtra.

SCHEDULE**Amalgamated Gondegaon Ghatrohana Opencast Mine (Balance Area)****Nagpur Area****District Nagpur (Maharashtra)**

[Plan bearing number C-I(E)III/FR/942-0718, dated the 31st July, 2018]

All Rights:

Sl. No.	Name of Village	Patwari Circle number	Tahsil	District	Description of land (in hectares)			Total	Remarks
					Tenancy	Govt.	Forest		
1.	Gondagaon	13	Parseoni	Nagpur	17.05	0.00	0.00	17.05	Part

Total area : 17.05 hectares (approximately)

or 42.13 acres (approximately)

Plot numbers acquired in village Gondagaon :

Tenancy Land :

60/1- 60/2- 60/3, 61/1A- 1 - 61/1A-2- 61/1B-1- 61/1B-2- 61/2A- 61/2B- 61/2C, 62, 63/1- 63/2- 63/3.

Boundary description:

A-B-C : Line starts from Point 'A' in village Gondagaon passes through Point 'B' and meets at Point 'C' on boundary of the land already acquired for Gondagaon Opencast Mine.

C – D : Line passes in South West direction along the boundary of land already acquired for Gondagaon Opencast Mine and meets at Point 'D'.

D-E-F : Line passes in North West direction along the boundary of land already acquired for Gondagaon Opencast Mine, passes through Point 'E' and meets at Point 'F'.

F – A : Line passes along the road in North East direction and meets at starting Point 'A' in village Gondagaon.

[F. No. 43015/26/2016- LA&IR]

RAM SHIROMANI SAROJ, Dy. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**(उपभोक्ता मामले विभाग)****(भारतीय मानक ब्यूरो)**

नई दिल्ली, 11 फरवरी, 2019

का.आ. 251.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500036908	20190101	मेसर्स मिनिट इंजीनियर्स इंडिया प्रायवेट लिमिटेड अमृता यूनिट--II, 137/1, कन्डामपालयम रोड, पुदुपालयम गाँव, ईरोड - 638107	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	IS 4246:2002
2.	6500037009	20190104	मेसर्स एल्लिज अल्ट्रा इंडस्ट्रिस लिमिटेड 1443/1, इंडिया हाउस, त्रिची रोड, कोयम्बतूर - 641018	घरेलू इलेक्ट्रिक खाद्य-मिक्सर (परिसमापक और ग्राइंडर)	IS 4250:1980
3.	6500037110	20190107	मेसर्स मेकवेइन इंडिया प्रायवेट लिमिटेड 483, कामराजर रोड, उप्पिलीपालयम पोस्ट, सिंगनल्लूर, कोयम्बतूर - 641015	पानी के मीटर (घरेलू किस्म)	IS 779:1994
4.	6590008917	20190112	मेसर्स डी ए सत्यानारायणा ज्वेलरी 408, बिग बज़ार स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
5.	6590009818	20190112	मेसर्स धना ज्वेलरी मार्ट 942, मेटूर मुख्य सड़क, भवानी, ईरोड -638301	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
6.	6590007721	20190102	मेसर्स एमराल्ड ज्वेल इंडस्ट्री इंडिया लिमिटेड 300,301/1A, 1B, यूनिट -	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
			1, मेट्रोपालयम रोड, एन एस एन पालयम, कोयम्बतूर -641031		
7.	6590010415	20190112	मेसर्स जी. वी. ज्वेल क्राफ्ट्स 441-1/442/1, विग बज़ार स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
8.	6590009018	20190112	M/s. हेमा ज्वेल्स 310/1, राजा स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
9.	6590008816	20190112	मेसर्स कीर्ती ज्वेलर्स 993, क्रॉस कट रोड, कोयम्बतूर - 641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
10.	6590008319	20190112	मेसर्स कोवै कीर्ती ज्वेलरी 302, राजा स्ट्रीट, कोयम्बतूर -641001	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
11.	6590007822	20190112	मेसर्स मुरुगन ज्वेलरी पुराना: 371, नया: 351, विग बज़ार स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
12.	6590010213	20190112	मेसर्स नवरत्ना ज्वेलर्स ऐश्वर्यम कॉन्प्लेक्स, 213/A, अन्नूर रोड, मेट्रोपालयम, कोयम्बतूर -641301	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
13.	6590008715	20190112	मेसर्स नवरत्ना मालिगै 362, राजा स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
14.	6590008420	20190112	मेसर्स पी. ए. राजू चेट्टियार सन ज्वेलर्स 1348/3, त्रिची रोड, स्टेन्स मोटर्स के सामने, कोयम्बतूर -641018	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
15.	6590009220	20190112	मेसर्स रामू एण्ड को ज्वेलर्स 436, बिग बज़ार स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
16.	6590009422	20190112	M/s. आर के ज्वेल्स 51-55, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
17.	6590010011	20190112	मेसर्स सिद्धि गोल्ड इंडिया प्रायवेट लिमिटेड निचली मंजिल, 617, जननी कॉम्प्लेक्स, राजा स्ट्रीट, कोयम्बतूर - 641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
18.	6590008521	20190112	मेसर्स संगी ज्वेल्स पहली मंजिल, 165, अजंता टॉवर्स, करुप्पा गौन्डर स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
19.	6590009515	20190112	मेसर्स सुवाश्री ज्वेलर्स 130-B, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
20.	6590009119	20190112	मेसर्स सबरीश ज्वेलरी 337-A, बिग बज़ार स्ट्रीट, बालाजी मार्केट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
21.	6590008117	20190112	मेसर्स श्री कन्दन तंगामालिगै 2/3, तिरुवल्लुवर सड़क, मरुदामलै मुख्य रोड, वडवल्ली, कोयम्बतूर- 641041	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
22.	6590008218	20190112	मेसर्स श्री कन्दन तंगामालिगै 2/3, तिरुवल्लुवर सड़क, मरुदामलै मुख्य रोड,	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
			वडवल्ली, कोयम्बतूर-641041		
23.	6590010112	20190112	मेसर्स श्री काव्या ज्वेलरी दरवाजा सं.655, बी के रोड, पीलमेडू, कोयम्बतूर -641004	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
24.	6590010314	20190112	मेसर्स श्री कालियेश्वरी ऑर्नमेन्ट्स हाउस 194, श्री कालियेश्वरी भवन, सुल्लिवन सड़क, राजा स्ट्रीट, कोयम्बतूर - 641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
25.	6590008016	20190112	M/s. श्री मंगलम ज्वेलरी सं. 30, क्रॉस कट रोड, गाँधीपुरम, कोयम्बतूर - 641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
26.	6590009919	20190112	मेसर्स श्री पद्मा प्रिया ज्वेलर्स 15/A, शारदा मिल रोड, पोदन्नूर, कोयम्बतूर-641023	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
27.	6590010516	20190112	मेसर्स श्री वासवी एण्ड कंपनी 334-पहली मंजिल, राजा स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
28.	6590009616	20190112	मेसर्स तंगा लक्ष्मी ज्वेलरी 59, एन जी आर रोड, पल्लडम, तिरुप्पुर	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
29.	6590008622	20190112	मेसर्स तंगामयिल श्रीपलनी मुरुगन ज्वेलरी सं.180, बज़ार स्ट्रीट, पोल्लाची टाउन, कोयम्बतूर -642001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
30.	6590007915	20190112	मेसर्स तिरुमुरुगन तंगामालिगै	स्वर्ण एवं स्वर्ण मिश्रधातुएं,	IS 1417 : 2016

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
			112,113, त्रिची मुख्य रोड़, वेल्लाकोविल, तिरुप्पुर-638111	आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	
31.	6590009321	20190112	मेसर्स विग्रहा ज्वेलरी दुकान सं F एवं G, श्री वेन्को ज्वेलरी कॉम्प्लेक्स, 297, राजा स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
32.	6590009717	20190112	मेसर्स विजय ज्वेलरी एस डी-247, सौ-एम ए- कॉम्प्लेक्स, सती रोड, गाँधीपुरम सिग्नल के पास, कोयम्बतूर-641012	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
33.	6590010617	20190112	मेसर्स वसन्ता ज्वेलर्स 409, बिग बज़ार स्ट्रीट, कोयम्बतूर -641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
34.	6500037211	20190114	मेसर्स बालाजी इलेक्ट्रॉनिक्स एस एफ सं 287/1, भारती पुरम, कण्णमपालयम, कोयम्बतूर - 641402	ए. सी मोटर कैपेसिटर्स	IS 2993:1998
35.	6500037312	20190128	मेसर्स विनायक इंजीनियर्स 360/2, शान्ति पन्ने, विलान्कुरिची रोड, विलान्कुरिची, कोयम्बतूर - 641035	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472:1998

[सं. सी एम डी/13 : 11]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**New Delhi, the 11th February, 2019

S.O. 251.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification)

Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500036908	20190101	M/s. Minit Engineers India Pvt Ltd Amirthaa Unit-II, 137/1, Kandaampalayam Road, Pudhupalayam Village, Erode - 638107	Domestic Gas Stoves for use with Liquefied Petroleum Gases	IS 4246:2002
2.	6500037009	20190104	M/s. Elgi Ultra Industries Ltd 1443/1, India House, Trichy Road, Coimbatore - 641018	Domestic Electric Food-Mixers (Liquidizers and Grinders)	IS 4250:1980
3.	6500037110	20190107	M/s. McWane India Private Limited 483, Kamarajar Road, Upplipayam Post, Singanallur, Coimbatore - 641015	Water Meters (Domestic Type)	IS 779:1994
4.	6590008917	20190112	M/s. D A Sathyanarayana Jewellery 408, Big Bazaar Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
5.	6590009818	20190112	M/s. Dhana Jewellery Mart 942,Mettur Main Road, Bhavani, Erode -638301	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
6.	6590007721	20190102	M/s. Emerald Jewel Industry India Limited 300,301/1A, 1B, Unit -1, Mettupalayam Road, NSN Palayam, Coimbatore -641031	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
7.	6590010415	20190112	M/s. G.V. Jewel Crafts 441-1/442/1,Big Bazaar Street, Coimbatore-641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
8.	6590009018	20190112	M/s. Hema Jewells 310/1, Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
9.	6590008816	20190112	M/s. Keerthi Jewellers 993, Cross Cut Road, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
10.	6590008319	20190112	M/s. Kovai Keerthi Jewellery 302, Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
11.	6590007822	20190112	M/s. Murugan Jewellery Old: 371, New: 351, Big Bazaar Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
12.	6590010213	20190112	M/s. Navaratna Jewellers Aiswarayam Complex,213/A, Annoor Road, Mettupalayam, Coimbatore -641301	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
13.	6590008715	20190112	M/s. Navaratna Maaligai 362, Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
14.	6590008420	20190112	M/s. P. A. Raju Chettiar Son Jewellers 1348/3, Trichy Road, Opp. To Stanes Motors, Coimbatore -641018	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
15.	6590009220	20190112	M/s. Ramu And Co Jewellers 436, Big Bazaar Strret,, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
16.	6590009422	20190112	M/s. R K Jewellss 51-55, Cross Cut Road, Gandhipuram, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
17.	6590010011	20190112	M/s. Siddhi Gold India Private Limited Ground Floor, 617, Janani Complex, Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
18.	6590008521	20190112	M/s. Sanga Jeweels First Floor, 165, Ajantha Towers, Karuppa Gounder Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
19.	6590009515	20190112	M/s. Subasree Jewellers 130-B, Cross Cut Road, Gandhipuram, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
20.	6590009119	20190112	M/s. Sabarish Jewellery 337-A, Big Bazaar Street, Balaji Market, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
21.	6590008117	20190112	M/s. Sri Kandan Thangamalihai 2/3, Thiruvalluvar Street, Marutha Malai Main Road, Vadavalli, Coimbatore -641041	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
22.	6590008218	20190112	M/s. Sri Kandan Thangamalihai 2/3, Thiruvalluvar Street, Marutha Malai Main Road, Vadavalli, Coimbatore -641041	Silver and Silver Alloys, Jewellery/Artefacts - Fineness and Marking	IS 2112 : 2014

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
23.	6590010112	20190112	M/s. Shri Kavya Jewellery Door No.655,V K Road, Peelamedu, Coimbatore -641004	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
24.	6590010314	20190112	M/s. Sri Kalieswari Ornaments House 194, Sri Kalieswari Bhavan, Sullivan Street, Raja Street,, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
25.	6590008016	20190112	M/s. Sri Mangalam Jewellery No.30, Cross Cut Road, Gandhipuram,, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
26.	6590009919	20190112	M/s. Shri Padma Priya Jewellers 15/A,Saradha Mill Road, Podanur, Coimbatore -641023	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
27.	6590010516	20190112	M/s. Sri Vasavi And Company 334-1 St Floor,Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
28.	6590009616	20190112	M/s. Thanga Lakshmi Jewellery 59, N G R Road, Palladam,, Tirupur -	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
29.	6590008622	20190112	M/s. Thangamayl Sreepalani Murugan Jewellery No.180, Bazaar Street, Pollachi Town, Coimbatore -642001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
30.	6590007915	20190112	M/s. Thirumurugan Thangamaligai 112,113,Trichy Main Road, Vellakovil, Tirupur-638111	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
31.	6590009321	20190112	M/s. Vighraha Jewellery Shop No. F & G, Shree Venco Jewellery Complex, 297, Raja Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
32.	6590009717	20190112	M/s. Vijay Jewellery Sd-247,Sow-MA-Complex, Sathy Road, Near Gandhipuram Signal,, Coimbatore -641012	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
33.	6590010617	20190112	M/s. Vashantha Jewellers 409, Big Bazaar Street, Coimbatore -641001	Gold and Gold Alloys, Jewellery/Artefacts - Fineness and Marking	IS 1417 : 2016
34.	6500037211	20190114	M/s. Balaji Electronics SF.No.287/1, Bharathi Puram, Kannampalayam, Coimbatore - 641402	A.C. motor capacitors	IS 2993:1998
35.	6500037312	20190128	M/s. Vinayak Engineers 360/2, Shanthi Pannai, Vilankurichi Road, Vilankurichi, Coimbatore - 641035	Centrifugal Regenerative Pumps for Clear, cold water	IS 8472:1998

[No. CMD/13:11]

MEENAKSHI GANESAN, Scientist 'F' & Head

नई दिल्ली, 11 फरवरी, 2019

का.आ. 252.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
जनवरी 2019 - शून्य				

[सं. सी एम डी/13 : 13]

मीनाक्षी गणेशन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 11th February, 2019

S.O. 252.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
JANUARY 2019 - NIL				

[No. CMD/13: 13]

MEENAKSHI GANESAN, Scientist 'F' & Head

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 फरवरी, 2019

का.आ. 253.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 72/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल.12012/51/2008—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 11th February, 2019

S.O. 253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Bangalore* as shown in the Annexure, in the industrial dispute between the management of *Canara Bank* and their workmen, received by the Central Government on 11.02.2019.

[No. L-12012/51/2008 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**DATED : 11th DEC, 2018**PRESENT : MURALIDHAR PRADHAN, I/C PRESIDING OFFICER****C R No. 72/2008**

<u>I Party</u>	<u>II Party</u>
Shri. Shreemant D Pujari, Since deceased by his Legal Representatives	The Deputy General Manager, Canara Bank, Disciplinary
1. Smt. M. Shantha Kumari, Aged 54 yrs, W/o Late Shreemant D Pujari Ms. Ujwala, Aged 25 yrs, D/o Late Shreemant DPujari Mr. Simson Sachin, Aged 23 yrs, S/o Late Shreemant D Pujari Mr. Aakash, Aged 21 yrs, S/o Late Shreemant D Pujari All R/at No. 11-524, Shanti Nivasa, Brahmapur, Borabai Nagar, Kalaburgi – 585 103.	Action Cell, Circle Office, IMA Building, Bailapanavanagar Hubli – 580 029.
2. Ms. Gnanasheela, Aged 28 yrs, W/o Srinivas P.B & D/o Late Shreemant D Pujari, No. 1/74, 'Kulan Nivas' Near Polytechnic College, Manipal Post, Pragathinagar – 576 104.	

AWARD

1. The Central Government vide Order No.L-12012/51/2008-IR(B-II) dated 16.09.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

‘Whether the punishment of compulsory retirement imposed on Sri Shreemant D Pujari is legal and justified and whether the punishment imposed is proportionate to the charge? What relief the workman is entitled to?’

2. Pursuant to the above reference this Tribunal registered the case as CR No. 72/2008 and issued notices to the parties. In obedience to the notice the parties appeared through Advocates Mr. Muralidhar for I Party and Mr. T R K Prasad for the II Party. During the pendency of the dispute the I Party Sri. Shreemant D Pujari died leaving behind the above named Legal representatives, who were impleaded as I Party petitioners vide order dated 04.12.2018 and on the very day i.e. on 04.12.2018 the advocate for the I Party filed a memo stating therein to dispose of the dispute referred above, as the I Party Legal representatives are not interested to pursue the dispute. As the I Party Legal representatives does not want to press the above schedule of reference. Hence, this Tribunal closed the reference in dispute.

3. Perused the documents along with the amended claim statement. Heard both the sides. The Learned counsel appearing on behalf of the I Party petitioners submitted that, the petitioners do not want to prosecute the proceedings and they do not want to press the claim petition and order may be passed basing upon the memo filed by the LR's petitioners. The Learned counsel of the II Party has not filed any objection for closure of the case and submitted that, the II Party has no objection if the case will be closed as not pressed. In view of the memo filed by the advocate of the I Party and the submissions made by the counsel of both the sides the memo is accepted and the case is closed as not pressed.

4. As per the memo filed by the I Party LR's they are no more intended to continue the case. Since, the I Party LR's are not willing to pursue the dispute and not pressing the dispute to continue further, the dispute is likely to be closed. In view of the memo filed by the I Party LR's there is no need to linger the dispute further. Hence, the case is closed, and as such this NIL Award is passed. Hence, the following Award is passed:-

AWARD

Reference is dismissed as not pressed. No costs.

(Dictated, transcribed, corrected and signed by me on 11th December, 2018)

MURALIDHAR PRADHAN, I/C Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 254.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ सं. 19/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/286/99-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2000) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court, Kolkata* as shown in the Annexure, in the industrial dispute between the management of *Andhra Bank* and their workmen, received by the Central Government on 11.02.2019.

[No. L-12012/286/99-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Reference No. 19 of 2000**

Parties : Employers in relation to the management of Andhra Bank

AND

Their workmen

Present : Justice Ravindra Nath Mishra, Presiding Officer

Appearance:

On behalf of the Management : Mr. Ranjay Dey, learned counsel

On behalf of the Workmen : Mr. Madhusudan Dutta, learned counsel

Dated: 24th January, 2019 Industry: Banking

AWARD

By Order No.L-12012/286/99/IR(B-II) dated 28.02.2000 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Andhra Bank in awarding the punishment of compulsory retirement to Shri Shahban Ali on the charges of mis-appropriation of total amount of Rs.97,200/- from various savings/current account by not accounting for the amounts deposited by the customers in time while working as a cashier at New Alipore, Calcutta Branch is justified? If not, what relief the concerned workman is entitled?”

2. Brief facts in the background of which above reference has been made to this Tribunal are that Mr. Shahban Ali was working as Cashier in the New Alipore Branch of Andhra Bank. He was served with a charge sheet on 19th December, 1995 on the ground of misconduct for misappropriation of an amount of Rs.97,200/-. A show cause notice was issued to him to submit reply. The management after considering his reply instituted an enquiry against him and on completion of enquiry proceedings the Enquiry Officer submitted his report holding Mr. Shahban Ali guilty of the charges leveled against him. The disciplinary authority considering the charges leveled and proved against him during the enquiry, found them grave and serious. Therefore, an order of compulsory retirement was passed on 31st March, 1999. An industrial dispute was raised by the workman, Mr. Shahban Ali whereupon the present reference has been made by the appropriate government.

3. The workman, Mr. Shahban Ali filed his statement of claim alleging therein that the Enquiry Officer was not appointed by a competent authority and he was a yes-man of the management. No reasonable opportunity was given to him to defend his case and principles of natural justice were violated. There was no evidence before the Enquiry Officer to hold him guilty and the action taken against him was *mala fide* and an instance of unfair labour practice and victimization. His findings were also based on surmises and conjectures and perverse.

4. The Bank filed its written statement denying all the allegations contained in statement of claim and pleaded inter alia that the workman concerned fully participated in the enquiry which was conducted with scrupulous regard for the requirement of rules of natural justice. The Enquiry Officer finding evidence against the workman concerned for misappropriation of fund, submitted his report. On consideration of enquiry report the disciplinary authority passed the order on 31st March, 1999 for compulsory retirement of the workman concerned as the charges leveled against the workman concerned were grave and serious.

5. As the validity of enquiry has been challenged by the workman concerned, Tribunal tried it as a preliminary issue and vide order dated 12th March, 2002 held the enquiry to be valid and legal and also found that the report of the Enquiry Officer cannot be termed as perverse.

6. After the domestic enquiry is held to be valid, legal and proper by this Tribunal, the next question arises as to the scope of interference by the Tribunal. Initially the Industrial Tribunal had very little scope to interfere with the findings of the Enquiry Officer. However, after insertion of Section 11-A in the Industrial Disputes Act, 1947 (hereinafter to be referred as the ACT OF 1947 for convenience) the Industrial Tribunal acquired the power to exercise its power of judicial review of order of discharge or dismissal as passed by the employer. According to Section 11-A of the Act of 1947 the Industrial Tribunal can set aside the order of discharge or dismissal and direct reinstatement of workman, if it is satisfied that the order of discharge or dismissal is not justified. Analyzing the Tribunal's power of judicial review the Hon'ble Apex Court in **Mavji C. Lakum v. Central Bank of India**, 2008-III-LLJ-1 held as follows:

“.....Even if the enquiry is found to be fair, that would be only a finding certifying that all possible opportunities were given to the delinquent and the principles of natural justice and fair play were observe. That does not mean that the findings arrived at were essentially the correct findings. If the Industrial Tribunal comes to the conclusion that the findings could not be supported on the basis of evidence given or further comes to the conclusion that the punishment given is shockingly disproportionate, the Industrial Tribunal would still be justified in re-appreciating the evidence and/or interfering with the quantum of punishment. There can be no dispute that power under Section 11-A has to be exercised judiciously and the interference is possible only when the Tribunal is not satisfied with the findings and further concludes that punishment imposed by the Management is highly disproportionate with the degree of guilt of the workman concerned. Besides, the Tribunal has to give reasons as to why it is not satisfied either with the findings or with the quantum of punishment.....”

7. Further highlighting the parameter of the power of Court for judicial review the Hon'ble Supreme Court in **Nirmala J. Jhala v. State of Gujarat & Another**, CDJ 2013 SC 216 has observed in following terms -

“It is settled legal proposition that judicial review is not akin to adjudication on merit by re-appreciating the evidence as an Appellate Authority. The only consideration the Court/Tribunal has in its judicial review, is to consider whether the conclusion is based on evidence on record and supports the findings or whether the conclusion is based on no evidence. The adequacy or reliability of the evidence is not a matter which can be permitted to be canvassed before the Court in writ proceedings.”

8. The Hon'ble Supreme Court has further observed that

"The decision referred to hereinabove highlights clearly, the parameter of the Court's power of judicial review of administrative action or decision. An order can be set-aside if it is based on extraneous grounds, or when there is no grounds at all for passing it or when the grounds are such that, no one can reasonably arrive at the opinion. The Court does not sit as a Court of Appeal but, it merely reviews the manner in which the decision was made. The Court will not normally exercise its power of judicial review unless it is found that formation of belief by the statutory authority suffers from malafides, dishonest/corrupt practice. In other words, the authority must act in good faith. Neither the question as to whether there was sufficient evidence before the authority can be raised/examined, nor the question of re-appreciating the evidence to examine the correctness of the order under challenge. If there are sufficient grounds for passing an order, then even if one of them is found to be correct, and on its basis the order impugned can be passed, there is no occasion for the Court to interfere."

9. Thus from the above case law it is clear that the Tribunal does not enjoy the power of appellate court over the findings of Enquiry Officer. The power of reappraisal as used in Section 11-A of the Act of 1947 cannot be extended to enter into factual aspect and re-appreciate the evidence adduced during enquiry. In **Calcutta Jute Manufacturing Co. Ltd. v. State of West Bengal & Others**, 2002 (4) CHN 708 the Hon'ble High Court of Calcutta had the occasion to examine the scope of reappraisal of evidence by the Industrial Tribunal. The relevant portion of the judgment may be reproduced as below:

"6. But the re-appraisal cannot be that of either the original or of an appellate court but of a revisional court. Or in other words it is clothed with the additional power of re-appraisal of evidence with a revisional courts' outlook. The satisfaction is that of a court scrutinizing that of an employer to justify the action. On such re-appraisal it has to satisfy itself that on such evidence the action could be justified. There remains a thin distinction in the exercise of such jurisdiction. In the name of re-appraisal it cannot weigh the evidence in the same manner as an original appellate court when the enquiry is found to have been held validly."

10. Learned counsel for the workman concerned during his argument has submitted that in order to appreciate misappropriation by the workman concerned, it was essential on the part of the Enquiry Officer to summon the ledger kept in the Bank and maintained by the workman concerned, the cashier. It is submitted that in the absence of ledger it was not possible for the Enquiry Officer to come to the conclusion whether the money received from the customers were credited in the ledger or not. It is established principle of law as has been seen above, the Industrial Tribunal exercises only revisional power and not appellate which means that the Tribunal can exercise its power of juridical review only when the finding of Enquiry Officer is found to be perverse. A perverse finding can be said to be one which is based on no evidence or one that no reasonable person would arrive at. The Hon'ble Apex Court in **General Manager, Punjab & Sind Bank v. Daya Singh**, (2011) 2 SCC 233 has held that where some relevant evidence has not been considered or that certain inadmissible evidence has been taken into consideration, the finding can be said to be perverse. Coming to the facts of the present case, the allegations against the workman concerned are that he received money from the customers but did not credit the same on the same date. There is no allegation that he never credited the amount. The money was deposited but it was deposited later on. The Enquiry Officer has given finding that the workman concerned received money from different account holders but credited the same after lapse of sometime. He has given particulars of the accounts as well as account holders and on the basis of written note of the account holders came to the conclusion that the amount received from the account holders were not deposited on the same day. The amount received on 17th February, 1995 and 24th February, 1995 was deposited on 27th April, 1995 and 6th May, 1995. Though the workman concerned has denied his signature on the counterfoils, but his witness has admitted that his hand writing was one and the same and the date of letters mentioned close to each other. The Enquiry Officer has further given account numbers in which also the amount was not credited on the same day. Thus it was a case of temporary misappropriate or embezzlement of the money and the total amount which had been misappropriate by the concerned workman comes to Rs.97,200/-. Thus it cannot be said that the finding of the Enquiry Officer is perverse. It is also material to note that in finding given by this Tribunal on validity of enquiry, it has been concluded that the findings of Enquiry Officer were not perverse. Hence on this ground this Tribunal cannot interfere in the findings of the Enquiry Officer.

11. Even if the finding of Enquiry Officer does not suffer with any illegality or perversity, the Tribunal has jurisdiction under Section 11-A of the Act of 1947 to interfere if it is satisfied that the order of discharge or dismissal was not justified. In a catena of cases considering the justification as used in Section 11-A of the Act of 1947 it has been held that the action of the management must conform with proportionality of gravity of the offence.

12. In **Muriadih Colliery v. Bihar Colliery Kamgar Union**, 2005 (3) SCC 331 the law has been laid down by the Hon'ble Supreme Court as follows –

"It is well established principle in law that in a given circumstance it is open to the Industrial Tribunal acting under Section 11A of the Industrial Disputes Act, 1947 has the jurisdiction to interfere with the punishment awarded in the domestic enquiry for good and valid reasons. If the Tribunal decides to interfere with such punishment, it should bear in mind the principle of proportionality between the gravity of the offence and the stringency of the punishment."

13. In **Life Insurance Corporation of India v. R. Dandapani**, 2006(108) FLR 953 it has been observed by the Hon'ble Apex Court that the Tribunal has power to reduce the quantum of punishment, but power under Section 11-A has to be exercised judiciously and the Industrial Tribunal or Labour Court is expected to interfere with the decision of

the management only when it is satisfied that the punishment imposed by the management is wholly and shockingly disproportionate to the degree of guilt of the workman concerned.

14. In **Management of Bharat Heavy Electricals v. M. Mani & Others**, 2018 LLR 2(SC) Hon'ble the Apex Court has held that where a departmental enquiry is held to be legal and proper then the only question remains for consideration is whether the punishment of dismissal requires any interference. Relevant portion of the judgment may be quoted as below:

"18. In other words, the Labour Court should have then confined its enquiry to examine only one limited question as to whether the punishment given to the respondents was, in any way, disproportionate to the gravity of the charge leveled against them and this, the Labour Court should have examined by taking recourse to the provisions of Section 11-A of the Industrial Disputes Act, 1947."

15. Thus the jurisdiction to interfere with the quantum of punishment can be exercised only when it is found to be grossly disproportionate. In the present case the workman concerned has been found to be guilty of corruption as he misappropriated a sum of Rs.97,200/-. Explaining the position of trust which a bank employee enjoys and consequent requirement to maintain integrity by him and his responsibility towards customers, the Hon'ble Apex Court in **State Bank of India v. Ramesh Dinkar Punde**, 2006(8) SCALE 11 has held that where a bank employee acts against the interest of bank or the depositors, he must be dealt with iron hands. The relevant portion of the judgment may be reproduced as below:

"21.As already said the respondent, being a bank officer holds a position of trust where honesty and integrity are inbuilt requirements of functioning and it would not be proper to deal with the matter leniently. The respondent was a Manager of the Bank and it needs to be emphasized that in the banking business absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee and in particular the bank officer so that the confidence of the public depositors is not impaired. It is for this reason that when a bank officer commits misconduct, as in the instant case, for the personal ends and against the interest of the bank and the depositors, he must be dealt with iron hands and he does not deserve to be dealt with leniently."

16. Relying on its previous judgment in **Rajasthan State Transport Corporation v. Bajrang Lal** in which an employee of Rajasthan SRTC was removed from service on account of misappropriation of money, the Hon'ble Supreme Court in **Dewan Singh v. Life Insurance Corporation of India & Others.**, 2015 (1) SCALE 16 has observed as follows:

"11. In Rajasthan State Transport Corporation & Anr. V. Bajrang Lal this Court following the case of Municipal Committee, Bahadurgarh v. Krishna Behari & Ors. has opined that in cases involving corruption there cannot be any punishment than dismissal. It has been held that any sympathy shown in such cases is totally uncalled for and opposed to public interest. The amount misappropriated may be small or large, it is the act of misappropriation that is relevant. In the said case (Rajasthan SRTC), the respondent/employee was awarded punishment of removal from service. In the present case it is compulsory retirement. Learned counsel for the respondents submitted that on earlier occasion, appellant was awarded minor punishment, for his misconduct, regarding defalcation of stamps. And now he is found guilty of for the second time."

12. Therefore, in the above circumstances in view of the law laid down by this Court, as above, we are not inclined to interfere with the impugned order passed by the High Court. Accordingly, the appeal is dismissed with no order as to costs."

17. Similarly, in **Municipal Committee of Bahadurgarh v. Krishnan Bihari & Ors.**, AIR 1996 SC 1249 the Hon'ble Apex Court has condemning act of corruption has recommended punishment of dismissal for such an act as follows:

"..... In a case of such nature – indeed in cases involving corruption – there cannot be any other punishment than dismissal. Any sympathy shown in such cases is totally uncalled for and opposed to public interest. The amount misappropriated may be small or large; it is the act of misappropriation that is relevant....."

18. In **Syndicate Bank & Ors. v. Venkatesh Gururao Kurati**, 2006 (2) SCALE 101 it has been held by the Hon'ble Supreme Court that in cases of corruption there is no scope of sentiment and compassion as under:

"5.....We are also of the view that sentiments and compassion have no role to play in such situation when the gravity of misconduct such as this has been found well proved against the respondent."

19. Thus, in view of above proposition as laid down by the Hon'ble Apex Court, it is established that the workman deserves no lesser punishment than compulsory retirement and therefore, there is no scope of interference by this Tribunal.

29. In view of the above, the action of the management of Andhra Bank in awarding the punishment of compulsory retirement to the concerned workman, Shri Shahban Ali is held to be justified. The workman concerned is not entitled to any relief.

Dated, Kolkata,

The 24th January, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 11/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/77/2012-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2013 of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank and their workmen, received by the Central Government on 11.02.2019.

[No. L-12012/77/2012-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO.CGIT-2/ 11 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF VIJAYA BANK

The General Manager [Personnel],
Vijaya Bank,
Head Office, 41/2, M.G. Road,
Trinity Circle,
Bangalore – 560 001.

AND

THEIR WORKMEN

Shri. Sudhakar Balkrishna Borkar,
Sadaguru CHS, Room No.4,
Near Ganesh Dutta Mandir,
Prem Auto, Bhavani Nagar,
Murbad Road, Kalyan [West],
Pin – 421 301.

APPEARANCES:

FOR THE EMPLOYER : Mr. R. S. Pai Advocate

FOR THE WORKMEN : Mr. J. H. Sawant Advocate

Mumbai, dated the 2nd January, 2019

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/77/2012 – IR (B-II) dated 27.02.2013. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Vijaya Bank, Bangalore in dismissing the services of Shri Sudhakar Balkrishna Borkar, Clerk, Vijaya Bank, Service Branch, Mumbai vide punishment Order dated 30.11.2010, confirmed by the Appellate Authority vide Order dated 31.03.2012 is legal, proper, justified and in proportionate to the alleged misconduct, What relief the workman Shri Sudhakar Balkrishnan Borkar is entitled to and from which date and what other directions are necessary in the matter ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. The concerned workman has filed statement of claim Ex.7. Admittedly the concerned workman was employed as Clerk in the bank in Ulhasnagar branch. It is alleged by one of the customer of the bank that though he deposited a sum of Rs.25,000/- in his bank a/c., was not shown in the credit of the a/c. Upon the said complaint of the customer Mr. Sushil Pamnani, employer bank initiated disciplinary action against the workman by issuing the charge sheet dt. 10.3.10 alleging the misappropriation of the funds. The enquiry was conducted by the disciplinary authority upon the charge sheet. In the said enquiry the workman was exonerated from the charges leveled against him by the E.O.

4. It is the case of the concerned workman that inspite of fact that the charges were not proved in the enquiry, the disciplinary authority deferred with the findings of the E.O. and by order dt. 30.11.10, the employer dismissed the workman with immediate effect. He approached the appellate authority in appeal as per the procedure but his efforts were in vein and the appellate authority concurred with the view of disciplinary authority.

5. It is thus case of the concerned workman that the action of the management to dismiss the workman is unjust and unfair. He was to retire on the date of termination and he would have entitled for retirement benefits. Disciplinary & appellate authorities have not appreciated the facts that the EO discharged him from the charges leveled against him.

6. It is then case of the concerned workman that the action of the employer to dismiss him is absolutely bad in law. Employer has not examined the complainant before taking decision of dismissing him from the services. There is non-application of mind by the employer. The employer has taken decision without any material on record. The employer even did not consider the past record of the workman which was absolutely clean. The employer ought to have considered that there was no such complaint against the workman alleging misappropriation of money. He is therefore asking that the order of the employer be quashed and set aside and he be granted benefits due, payable on retirement by national reinstatement of the workman in the employment with all consequential benefits.

7. The first party management resisted claim by filing written statement Ex.8 contending therein that the concerned workman was placed under suspension vide order dt. 15.11.07, pending investigation into the alleged misappropriation of Rs.25,000/- while working as a cashier at Ulhasnagar branch. Investigation was conducted into the matter. Accordingly, the disciplinary proceedings were initiated against him vide charge sheet dt. 10.3.10 issued to him under clause 5 of memorandum of settlement on disciplinary procedure for workmen dt. 10.4.02. The charge leveled against him was that he misappropriated Rs.25000/- being cash received from one Shri Sushil Pamnani the customer of the branch on 8.10.07 to be deposited to his saving bank a/c. No. 6527 maintained with the branch. The concerned workman submitted his written statement of defence dt. 19.3.10. Disciplinary authority decided to conduct the departmental enquiry in the matter. Mr. Chandra Shekhar Shetty, the then Chief Manager, Regional Office, Mumbai was appointed as E.O. Shri A.M. Mandal, the then Asst. Recovery Management Branch Mumbai was appointed as Presenting officer. E.O. conducted the enquiry and concluded the same on 3.8.10. The enquiry was conducted in accordance with the principles of natural justice. All fair & reasonable opportunities were given to the workman on every stage of the enquiry to defend his case. The workman has availed all these opportunities. The EO submitted his report of findings dt. 6.10.10 wherein he held the charges not proved. However, the disciplinary authority tentatively disagreed with the findings arrived at by the EO. The disciplinary authority passed a detailed disagreement proceedings dt. 11.11.10 wherein he has recorded reasons of his disagreement to the findings of the EO and held the charge as proved against the workman.

8. The copy of the enquiry findings along with disagreement proceedings were furnished to the workman vide letter dt. 11.11.10 asking him to submit his representation. The workman submitted his representation dt. 15.11.10. The disciplinary authority after careful consideration of the record and representation of the workman found the workman guilty of act of the charge and proposed to impose the punishment of dismissal from the services of the bank with immediate effect. The proposed punishment was conveyed to the workman vide letter dt. 20.11.10 asking him to submit his representation. Workman submitted his representation on 25.11.10 on the proposed punishment. Disciplinary authority confirmed the proposed punishment of dismissal from service of the bank with immediate effect vide order dt. 30.11.10. The appellate authority also after careful consideration dismissed the appeal vide order dt. 31.3.12.

9. It is thus case of the first party that the misconduct proved to have been committed by the concerned workman is grave in nature. Bank is the custodian of money and the cashier is the person who deals with money. Cashier must be more diligent and honest and justify the trust placed on him by the bank and the customers. If customers loose confidence in the dealings the entire organization suffers. To reinforce the confidence in the mind of customers, stringent punishment is warranted. As such the punishment of dismissal imposed upon the workman is legal and proportionate to the alleged misconduct. It has thus sought dismissal of reference.

10. Following issues are framed at Ex.9. I reproduce the same along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the action of the first party in dismissing the second party from its services w.e.f. 30.11.2012 by the punishment order dated 30.11.10 which has been confirmed by the order dated 31.03.2012 is legal, proper, justified and in proportionate to the alleged misconduct ?	No
2.	If not, to what relief the second party is entitled to ?	As per final order
3.	What order ?	As per final order

Reasons**Issue No.1.**

11. In view of admitted position that the disciplinary proceedings were initiated against the second party workman vide charge sheet dt. 10.3.10 and after the enquiry the EO by his findings / report held that the charges leveled against the second party have not been proved, the question that comes for consideration is whether the disciplinary authority on the same evidence can disagree with the findings of the EO or whether it was imperative for the disciplinary authority to discuss the material in detail and contest the conclusion of the EO before disagreeing with him.

12. In the context reliance is placed on the decision in case of High Court of Judicature at Bombay through its Registrar V/S. Shashikant S. Patil and Anr. (2000) 1 SCC 416 wherein it is held that the findings of the EO are not binding on the disciplinary authority and final decision rest with the disciplinary / punishing authority which can come to its own conclusion bearing in mind the views expressed by the E.O.

13. Here in the instant case the EO by his findings / report held that the charges are not proved for the following reasons.

1. The counter foil produced by the complainant neither bears the signature of the Cashier nor that of the officer and hence authenticity is doubtful.
2. The branch has not maintained the second cash scroll by the clerk. Had this was maintained, the entry could have been found in this cash scroll to believe that the complainant has remitted the case to the CSE.
3. The 'Cash received' and 'Cash paid' rubber stamps were not kept under duel control after the close of the business hours. It was left in the cash cabin and every one at the branch had free access for the same.

14. First party disciplinary authority by letter dt. 11.11.10 informed the second party that the disciplinary authority proposed to hold the charges leveled against him as proved in disagreement with the findings of the E.O.

15. In view of that it is submission of the Learned Counsel for the second party that while disagreeing with the findings of E.O., the disciplinary authority has not given an opportunity to the second party and even second party was not heard by the disciplinary authority while proposing to hold the charges leveled against him as proved. Submission is to the effect that the first party i.e. disciplinary authority has only stated that needle of suspicion points out only to the charge sheeted employee. submission is to the effect that the material placed on record before the EO in the enquiry proceedings and the non-examination of the complainant would show that disciplinary authority without application of mind has considered that the report of the EO is not proper and disagreed with the findings of EO.

16. In the context it can be said that the disciplinary authority has every authority to disagree with the findings of EO if there is some legal evidence on which the findings can be based then adequacy and even reliability of that evidence is not a matter to be canvassed. Here in the instant case therefore the fact is admitted that the disciplinary authority has disagreed with the findings of EO and gave the reasoned order for his disagreement with the findings of EO. Therefore the scope of reference is only as regards the action of the management in dismissing the services of the concerned workman vide punishment order dt. 30.11.10. It is to be seen therefore whether the punishment of removal of concerned workman from the services is legal, proper & justified or not or that whether it is proportionate to the alleged misconduct.

17. As seen earlier the second party was issued the charge sheet alleging misappropriation of funds. It was alleged that one of the customer of the bank Shri Sushil Pamnani filed complaint alleging therein that though he had deposited a sum of Rs.25,000/- in his bank a/c., it was not shown in the credit of his a/c. and the disciplinary authority has considered that the concerned workman being the incharge of cash cabin on 8.10.07 and the customer had produced counter foil for having remitted the cash of Rs.25,000/- on 8.10.07 duly acknowledged with cash received seal but then the cash was not credited in his a/c. & that the act of misconduct has been proved since upon the complaint of customer the concerned employee had remitted the same.

18. The question is whether imposition of punishment of dismissal on these facts is proportionate or not since it is the contention of the concerned workman that the complaint has not been examined. In his complaint he has not stated his name as the person who received the cash, there is no initial on pay-in slip marked for clerk and only cash received seal is affixed and similarly the initial of CSE i.e. concerned workman is not available on pay-in slip.

19. Apart from the contentions raised by the concerned workman and the report of the EO to the effect that charges are not proved the fact has come on record that the disciplinary authority has disagreed with these findings of the EO. In such circumstances it is necessary to see the service record & other circumstances with regard to his superannuation to see whether the punishment of dismissal from service is disproportionate or not ?

20. As a matter of fact it is now crystal clear that the concerned workman worked with the bank for 36 years and retired from the services by way of superannuation on and from 30.11.12. He received his wages and allowances till the

last of his retirement. He has been paid the amount of gratuity for the services upto the date of his retirement. The punishment of dismissal was imposed upon him by the first party vide its letter dt. 30.11.10 on the date of his superannuation.

21. Even on going through the order of disciplinary authority vide para – 12, it is clear that his past service record is unblemished but then considering the gravity of misconduct the disciplinary authority proposed the punishment of dismissal. In view of this I find that in particular facts and circumstances since no loss was caused to the bank and the concerned workman has already remitted the amount allegedly misappropriated the punishment of dismissal from service is disproportionate.

22. In the context, hand can be led on the decision in case of Ganesh Shantaram Sirur V/S. S.B.I. – (2005) 1 – SCC – 13 – wherein the Hon'ble Apex Court found the appellant to be entitled to full pension and gratuity irrespective of his total period of service.

23. As a matter of record now the concerned workman worked for 36 years with the first party. He has now retired on superannuation from 30.11.12. It has been pointed out that opinion to join pension scheme in terms of settlement /joint note dt. 27.4.10 and H.O. circular No. 10191 dt. 7.9.10 is duly filled by the second party and certified by the Chief Manager of the Service Branch Mumbai of the first party and has forwarded to GM [Personnel] of the first party. The Chief Manager of first party has issued certificate to the effect that Rs.8551.50 has been debited to the a/c. of second party's a/c. on 29.7.10 towards Pension fund a/c. and credited with pension fund a/c. on 14.10.10 in order to make payment of monthly pension to the second party from the date of his retirement. However, the pension has not been paid to the applicant.

24. As seen earlier it also appears from the record that the concerned workman has remitted the amount of alleged misappropriation and no loss is caused to the bank. When all these things are there and when he served for 36 years, in my considered view the first party has imposed punishment of dismissal from service which is certainly disproportionate to the facts alleged and proved, especially when the E.O. has also gave the finding that the charges leveled against the concerned workman are not proved. As thus I find that the action of the first party in dismissing him from services w.e.f. 30.11.12 by punishment order dt. 30.11.10 is not legal, proper and justified and in proportionate to the alleged misconduct. Issue No. 1 is therefore answered accordingly as indicated against it.

Issue No. 2 & 3.

25. In view of my findings to the issue No.1, the order of dismissing the workman dt. 30.11.10 is liable to the quashed & set aside by treating him retired on superannuation as on 30.11.12 and to give benefit of it. Hence I answer the above issues accordingly to that effect.

26. In view of above, the reference is liable to be allowed. Hence I pass the following order.

ORDER

1. The reference is allowed.
2. Order of dismissal of the applicant from the services dt. 30.11.10 is quashed & set aside with the direction to the first party to treat him retired on superannuation w.e.f. 30.11.12 and direct to give all the benefits of it to him.
3. No order as to costs.

Date: 02.01.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मोरमुगांव पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 30/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-36011/01/2018-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2018 of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Mormugao Port Trust, and their workmen, received by the Central Government on 11.02.2019.

[No. L-36011/01/2018 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. Deshpande, Presiding Officer

REFERENCE NO. CGIT-2/30 of 2018

EMPLOYERS IN RELATION TO THE MANAGEMENT OF MORMUGAO PORT TRUST

The Chairman,
Mormugao Port Trust,
Headland Sada,
Goa – 403 804.

AND

THEIR WORKMEN

The General Secretary,
Goa Port and Dock Employee's Union,
Mormugao Port Trust,
Headland Sada Vasco,
Goa –

APPEARANCES:

FOR THE EMPLOYER : Mr. M. B. Anchan Advocate

FOR THE WORKMEN : Shri Laxmikant Gaude Representative

Mumbai, dated the 4th December, 2018

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-36011/01/2018 – IR (B-II) dated 31.05.2018. The terms of reference given in the schedule are as follows :

“1. Whether the action of the management of Mormugao Port Trust in effecting the promotion of Shri Raghuvir Kaskar as Quarter Master in DPC held on 06.05.2016 against the vacancies of 2016 ignoring the candidature of other potential eligible candidates and without exhausting the process of fresh notification, fresh aptitude test – etc. is legal, justified and proper ?

2. Whether the action of the management of Mormugao Port Trust is justified in administering a fresh aptitude test in 2014 to the candidate (Sh. Raghuvir Kaskar) who was found to be unsuccessful/ unsatisfactory in the previous aptitude test held in 2014 itself.

3. Whether the action of the management of Mormugao Port Trust has violated the Recruitment Rules meant for the post of Quarter Master while considering the candidature of Shri Raghuvir Kaskar in 2016 by the DPC against the vacancies of 2016 ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. Second party union representing the second party workman is not interested and filed withdrawal purshis. In view of withdrawal purshis Reference is withdrawn. Hence dispose of.

ORDER

Reference is withdrawn and hence disposed off.

Date: 04.12.2018

Camp : Goa

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मोरमुगांव पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 45/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-45011/03/2017-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of *Mormugao Port Trust*, and their workmen, received by the Central Government on 11.02.2019.

[No. L-45011/03/2017-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT :** M. V. Deshpande, Presiding Officer**REFERENCE NO. CGIT-2/45 of 2017****EMPLOYERS IN RELATION TO THE MANAGEMENT OF MORMUGAO PORT TRUST**

The Chairman,
Mormugao Port Trust,
Headland Sada,
Goa – 403 804.

AND**THEIR WORKMEN**

The General Secretary,
Mormugao Waterfront Worker's Union,
PO : Box. No. 90,
VASCO, GOA
Goa –

APPEARANCES:**FOR THE EMPLOYER :** Mr. M. B. Anchan Advocate**FOR THE WORKMEN :** AbsentMumbai, dated the 5th December, 2018**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-45011/03/2017 – IR (B-II) dated 11.10.2017. The terms of reference given in the schedule are as follows :

“1. Whether the action of the management of Mormugao Port Trust, Vasco, Goa in non-removal the pay anomaly of Shri Prasad Phadte in accordance with rules as compared to his juniors Shri E.K. Soman, Supervisor (Grade – I), EDP Section and Shri Umesh Nagvekar Supervisor (Grade – I) is legal, justified and proper ? If not what relief the applicant workman is entitled to ?

2. Whether the Ministry of Shipping is having any jurisdiction to examine and suggest the remedial measures / to improve upon the existing rule / method to the respondent management when the respondent management is having its own rules and regulations governing pay and service conditions duly approved by its Board ?

3. Whether the Office order No. CA/P-1/2011/1586 dated 28.10.2011 issued by the respondent management contrary to the established rules / regulations is legally tenable / valid ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. Ongoing through Roznama it appears that Union is absent since beginning. Earlier the notices were issued to both parties at that time union was absent. And again notice was issued to union in spite of notice served to the union. Union remained absent and has not filed Statement of Claim as such there is no Statement of Claim to substantiate the Case and therefore for want of evidence Reference is liable to be rejected. Hence Order.

ORDER

Reference is rejected for want of evidence.

Date: 05.12.2018

Camp:Goa

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चण्डीगढ़ के पंचाट (संदर्भ सं. 15/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/50/2016-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No 1, Chandigarh* as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 11.02.2019.

[No. L-12012/50/2016-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

**IN THE COURT OF SH. AVTAR CHAND DOGRA, PRESIDING OFFICER-CUM-LINK OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, GOVERNMENT PRESS
EXTENSION BUILDING, SECTOR 18-A, CHANDIGARH-160018.**

ID NO. 15/2016

Smt. Sunita W/o Sh. Manoj, R/o Balmik Mohalla,
Opp. Shiv Mandir, Uncha Gaon, Tehsil-Ballabgarh,
District-Faridabad, Haryana.

...Workman

Versus

1. The Regional Manager, Bank of Baroda, Plot No.19 & 31, Community Centre, Near CBSE Building, Preet Vihar, New Delhi-110092.
2. The Branch Manager, Bank of Baroda, Near Yadav Dairy, Mohna Road, Ballabgarh, Distt-Faridabad, Haryana.
3. The Managing Director, Sapphire Housekeeping Services(P) Ltd.
Corporate Office-206, C.S.C. Vardhaman, Janak Market, S.S. Mota Singh Marg,
A-2/B, Janakpuri, New Delhi.

... Respondents

AWARD

1. In the present case, a reference was received from the appropriate Government vide Letter No. L-12012/50/2016-IR(B-II) dated 27.07.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), for adjudication of a dispute, terms of which are as under:

“Whether the demand of the workman Smt. Sunita W.o Sh. Manoj, Sweeper, in respect of reinstatement in the service of the management of Bank of Baroda, Ballabgarh, Haryana is legal and justified”. If so, what relief the workman is entitled to and from which date?”

2. In the reference order, the appropriate Government commanded the party/ies raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant opted not to file his claim statement with the Tribunal.

3. On the receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained affected during the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the claimant is not interested in adjudication of the reference on merits.

4. Since the claimant has neither put in his appearance nor has he led any evidence so as to prove his cause against the managements, as such, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim Award’. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Place: Chandigarh
Dated: 19.11.2018

A.C. DOGRA, Presiding Officer-cum-Link Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 259.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ट्रेनिंगशिप चाणक्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 40/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-31012/13/2010-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court No 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Training Ship Chanakya, and their workmen, received by the Central Government on 11.02.2019.

[No. L-31012/13/2010-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT :** M. V. Deshpande, Presiding Officer**REFERENCE NO. CGIT-2/40 of 2010****EMPLOYERS IN RELATION TO THE MANAGEMENT OF TRAINING SHIP CHANAKYA**

Capt. Superintendent,
T. S. Chanakya,
At. Village Karve,
Nerul, Navi Mumbai – 69

AND**THEIR WORKMEN**

Shri Shankar Gangaram Panchal,
R. No. 206, Vakratund Building,
C Wing, 2nd floor, Sambhaji Nagar,
Sahar Road, Andheri [E],
Mumbai – 400 069.

APPEARANCES:**FOR THE EMPLOYER :** Shri M. B. Anchan, Advocate**FOR THE WORKMEN :** Mr. J. H. Sawant, AdvocateMumbai, dated the 15th January, 2019**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-31013/24/2010 – IR (B-II) dated 01.04.2010. The terms of reference given in the schedule are as follows :

“Whether the action of Captain Superintendent, Training Ship, Chanakya, Mumbai in terminating the services of Shri S.G. Panchal, ex-Carpenter with effect from 1.05.2008 is legal, just and proper ? What relief the workman concerned is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.

3. In view of pursis Ex.18 the reference is withdrawn and hence disposed of. Hence the order.

ORDER**Reference is withdrawn and hence disposed of.**

Date: 15.01.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 58/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/73/2013-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, Jaipur* as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank, and their workmen, received by the Central Government on 11.02.2019.

[No. L-12012/73/2013 - IR(B-II)]

SEEMA BANSAL, Section Officer

अनुबंध**केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर सी.जी.आई.टी. प्रकरण सं. 58/2015**

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

श्रीमती कौषल्या देवी पत्नी मुकेश,
निवासी-676, रामपुरा बस्ती गली नं. 15, हरिजन बस्ती, वार्ड नं. 28, बीकानेर

...प्रार्थी

बनाम

1. प्रबंधक, विजया बैंक, अमरसिंहपुरा, शाखा-बीकानेर

...अप्रार्थी

पंचाट

दिनांक 03.01.2019

1. भारत सरकार के श्रम एवं रोजगार मंत्रालय द्वारा औद्योगिक विवाद अधिनियम के धारा 10 (1) व (2ए) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में दिनांक 09.06.2015 को निम्नांकित औद्योगिक विवाद इस अधिकरण को संदर्भित किया:

“Whether the action of the management of Vijaya Bank in terminating the services of Smt. Kaushalya Devi w.e.f. 30.06.2011 is legal and justified? If not so, what relief she is entitled to?”

2. इस विवाद के संदर्भ में प्रार्थी श्रीमती कौषल्या देवी ने दिनांक 21.12.2015 को दावे का अभिकथन इस अधिकरण के समक्ष प्रस्तुत किया। प्रार्थी के अनुसार 01.09.2008 को विपक्षी बैंक में उसकी प्रथम नियुक्ति स्वीपर (सफाईवाला) के पद पर हुई थी। वह 30.06.2011 तक विपक्षी के नियोजन में रही। विपक्षी ने अकारण प्रार्थी को 30.06.2011 को सेवा से रिट्रेन्चमेंट के तौर पर पृथक कर दिया। प्रार्थी ने एक कैलेंडर वर्ष में 240 दिन से अधिक विपक्षी बैंक में कार्य किया तथा वह औद्योगिक कर्मचारी है। विपक्षी ने प्रार्थी की सेवा समाप्ति से पूर्व अधिनियम की धारा 25एफ, 25जी व 25एन व नियम 77 के आज्ञापक प्रावधानों की पालना नहीं की। 30.06.2011 के बाद विपक्षी ने स्वीपर के पद पर अन्य व्यक्तियों को नियोजित किया। प्रार्थी की सेवा समाप्ति अवैध व अनुचित होने से वह पुनः सेवा में बहाल होने की अधिकारी है। अतः प्रार्थी को सवेतन सेवा में बहाल करने का आदेश पारित किया जावे।
3. विपक्षी बैंक ने वादोत्तर में प्रार्थी के अभिवचनों को अस्वीकार किया है। विपक्षी का कथन है कि बैंक में नियुक्ति का अधिकार मुख्य कार्यालय बेंगलूर को ही है जो विहित प्रक्रिया के अनुरूप नियुक्ति करते हैं। प्रार्थी को विपक्षी द्वारा कभी निर्धारित प्रक्रिया के अनुरूप नियुक्त नहीं किया गया। विपक्षी बैंक अमरसिंहपुरा शाखा के तत्कालिक प्रबंधक द्वारा आवश्यकतानुरूप अस्थाई रूप से साफ सफाई हेतु अंशकालीन कर्मचारी के रूप में प्रार्थी को कार्य दिया था व समय-समय पर राशि का भुगतान किया। प्रार्थी ने एक वर्ष में लगातार 240 दिन कार्य कभी नहीं किया—उसने कुल 100 दिन ही कार्य किया है। प्रार्थी व विपक्षी के मध्य नियोजक-कर्मकार का संबंध नहीं है। यह विवाद अधिकरण को संदर्भित किये जाने योग्य नहीं है—प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। विपक्षी द्वारा कोई अनुचित श्रम व्यवहार नहीं किया गया है—अतः दावा सव्यय निरस्त किया जावे।
4. प्रार्थी की ओर से आज दिनांक 03.01.2019 को व्यक्त किया गया कि प्रार्थी को अब अन्यत्र नियोजन प्राप्त हो चुका है—तथा इस वर्तमान विवाद के संबंध में वह न तो कोई प्रलेख प्रस्तुत करना चाहती है न ही कोई साक्ष्य स्वयं के समर्थन में देना चाहती है। इस स्थिति में प्रार्थी की साक्ष्य के अभाव में यह स्पष्ट है कि प्रार्थी व विपक्षी के मध्य भारत सरकार द्वारा संदर्भित औद्योगिक विवाद वस्तुतः अस्तित्व-हीन हो गया है। प्रार्थी के प्रतिनिधि ने अब कोई विवाद शेष न रहने की अभ्युक्ति भी अधिकरण के समक्ष की है।
5. इस तथ्यात्मक परिदृश्य में इस अधिकरण के समक्ष वस्तुतः कोई विवाद शेष नहीं है—जिसे संदर्भित औद्योगिक विवाद के रूप में अधिनिर्णीत किया जावे।

अतः उभयपक्ष के मध्य कोई विवाद न होने के कारण प्रार्थी द्वारा प्रस्तुत दावे का अभिकथन (Statement of Claim) अस्वीकार कर निरस्त किया जाता है।

पंचाट आज दिनांक 3 जनवरी 2019 को लिखा व हस्ताक्षरित किया गया। पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाय।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 11 फरवरी, 2019

का.आ. 261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 01(सी)/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-39025/01/2019-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01 (C) of 2014) of the *Industrial Tribunal*, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 11.02.2019.

[No. L-39025/01/2019 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 01 (C) of 2014

Between (1) The General Manager, Personnel Administration Deptt. Punjab National Bank, Head Office, 7, Bhikajee Cama Place, Africa Avenue, New Delhi- 110066 (2) The Circle Head, Punjab National Bank, Circle Office, Aghoria Bazar, Muzaffarpur, Pin -842001 and Their workman Sri Amrendra Kumar, S/O- Late Radha Krishna Prasad, Moh.- Pokhar Colony, Brahampura, P.O-MIT P.S- Brahampura, Dist.- Muzaffarpur (Bihar) represented through The General Secretary, Bank Employees Federation, Bihar, 2nd Floor, Saboo Complex, Exhibition Road, Patna – 800001.

For the management: Smt Preeti, Officer, HRD, PNB, C.O, Muzaffarpur

For the workman : Sri B. Prasad, General Secretary, Bank Employees Federation, Bihar

Present : Vishweshwar Nath Mishra Presiding Officer, Industrial Tribunal, Patna

AWARD

Patna, dt. the 24th December, 2018

1. The present case has been filed u/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement in the services of the bank w.e.f 20.03.2012 with all consequential benefits.
2. Matter was raised by the workman before the Assistant Labour Commissioner (Central), Patna (for short A.L.C (C) Patna), who issued notice dt- 05.04..2013 to the parties vide file No.- 5/13/2013/ALC II ;.
3. The Assistant Labour Commissioner (C) Patna tried his level best to settle the dispute but due to the adamant attitude of the management the dispute could not be resolved.
4. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.
5. Both parties appeared before this tribunal and filed their Statement of claim & Rejoinder on behalf of the workman to the written statement of management.
6. The workman has stated that the management terminated the services of the workman from 20.03.2012 by way of imposing the punishment of compulsory retirement from the service of the bank.

7. In the instant case a petition has been filed on behalf of the management on 14.06.2018 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable and hence the same should be rejected.

8. A petition has also been filed on behalf of the workman on 19.07.2018 praying therein to withdraw the instant I.D. Case.

9. Heard both the parties.

10. As the petitioner/workman himself wants to withdraw the I.D. Case, his prayer is hereby allowed and the I.D. Case is accordingly disposed off as not maintainable in the light of the aforesaid recent judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 06(सी)/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-39025/01/2019-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06 (C) of 2016) of the *Industrial Tribunal*, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of UCO Bank and their workmen, received by the Central Government on 11.02.2019.

[No. L-39025/01/2019-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 06 (C) of 2016

Between the management of Zonal Manager, UCO Bank, Zonal Office, 4th Floor, Block 'A' Maurya Lok Complex, Dak Bunglow Road, Patna-800001 And Their workman Sri Pawan Kumar S/O-Umesh Kumar, Khalasi Mohalla, Near Lal Kothi, At & P.O- Jhajha, Dist.- Jamui, Pin- 811308.

For the management : Sri Ashwani Kumar Sinha, Advocate.

Sri Ashok Kumar Sinha, Advocate.

For the workman : Sri B. Prasad, State Secretary, UCO Bank Employees Association..

Present : Vishweshwar Nath Mishra, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dt. the 24th December, 2018

1. The present case has been filed an application u/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement, back wages or regularisation of services as a peon.

2. Matter was raised on 29.03.2016 by the workman before the Assistant Labour Commissioner (Central), Patna [for short A.L.C (C)], who issued notice 30th March, 2016 to the concerned parties vide file no. 2/19/16-RLC.

3. The Assistant Labour Commissioner (C) Patna held discussions / Conciliation Proceedings. The attitude of the management, during conciliation proceeding was far from conciliatory and there was no scope of redressal of grievances either before the management or before the conciliation officer.
4. As a period of more than 45 days elapsed with no sign of any of any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.
5. Both parties appeared before this tribunal and case was fixed for filing written statement by the management and also direction was given to the management for filing rejoinder to the workman petition dated- 09.06.2016. Several opportunity was given to the management for filing written statement and rejoinder to petition dt- 09.06.2016 but the management did not file any written statement or rejoinder to the workman petition dt- 09.06.2016.
6. In the instant case a petition has been filed on behalf of the management on 20.09.2018 stating therein that in view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable and hence the same should be rejected.
7. A petition has also been filed on behalf of the workman on 20.09.2018 praying therein to withdraw the instant I.D.Case.
8. Heard both the parties.
9. As the petitioner / workman himself wants to withdraw the I.D.Case, his prayer is hereby allowed and the I.D. Case is accordingly disposed off as not maintainable in the light of the aforesaid judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 11 फरवरी, 2019

का.आ. 263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पटना (बिहार) के पंचाट (संदर्भ सं. 02(सी)/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-12011/20/2014-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 11th February, 2019

S.O. 263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02 (C) of 2014) of the *Industrial Tribunal*, PATNA (BIHAR) as shown in the Annexure, in the industrial dispute between the management of Union Bank of India and their workmen, received by the Central Government on 11.02.2019.

[No. L-12011/20/2014 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

Reference Case No. 02 (C) of 2014

Between the management of CMD, Union Bank of India, Central Office, Union Bank Bhavan 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21 Mumbai and their workman Sri Pinku Kumar, Part Time Sweeper, represented through the Central Secretary Union Bank Employees Union, Bihar State, C/O-Union Bank of India, Frazer Road, Patna-1, Bihar.

For the management : Sri Abhijeet Prakash, Manager (Law).

Sri Ashish Ankur, Manager, (HR).

For the Workman : Sri B. Prasad, President, Bank Employees Federation, Bihar.

Present : Vishweshwar Nath Mishra, Presiding Officer,
Industrial Tribunal, Patna.

Patna, dated the 11th December, 2018

AWARD

By the adjudication order no.-L-12011/20/2014-IR(B-II) dated 23.06.2014 the Govt. of India, Ministry of Labour, New Delhi has referred under clause (d) of sub-section-(1) and sub-section-(2A) of section-10 of the Industrial Dispute Act, 1947, (hereinafter to be referred to as “ the Act”), the following dispute between the management of the CMD, Union Bank of India, Central Office, Union Bank Bhavan 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-21 and their workman Sri Pinku Kumar for adjudication to this tribunal:-

SCHEDULE

“Whether the action of the management of Union Bank of India, Mumbai in imposing the punishment of compulsory retirement from service on Shri Pinku Kumar, Part time Sweeper of Kewagachi Branch, Dist. Darbhanga, Bihar is legal and justified? What relief the workman is entitled to?”

2. The case of the workman Sri Pinku Kumar, is that he joined the services of the bank on 28.03.2004 at Pirnagara branch, under Khagaria Dist. as part time sweeper on consolidated wages @ Rs.750 per month. Later on he was upgraded to ½ scale wage of full time subordinate staff in the year 2008 and was posted at Kewagachhi Branch, in Darbhanga Dist. The further case of the workman is that while working at Kewagachhi branch of the Union Bank of India, the services of the workman was utilized in cash department also where he used to perform clerical duties also as per instruction of the Branch Manager. On 27.12.2008 the workman was handed over the cheque dt. 26.12.2008 of Rs. 4 Lakhs duly signed by the branch manager and the head cashier and was sent to Darbhanga for withdrawing the same from Punjab National Bank. The signature of workman was duly attested on the overleaf of the said cheque. The workman after withdrawing the cash came from Punjab National Bank, Darbhanga returned bank to his own branch and handed over the cash to the Branch Manager and he worked for the rest of the day in cash department. The further case of the workman is that after two months on 27.02.2009 at about 11.00 A.M the then branch manager Sri Makhan Lal Ghosh obtained the signature of the workman on a blank deposit slip. On the same day at about 6.00 P.M the two business facilitators namely Sri Navneet Kumar Choudhary and Sri Raja Ram Sharma approached the workman and they brought him at the residence of the branch manager on their Motor cycle one advocate was present at the residence of the branch manager from before. The branch manager directed the workman to write in his own handwriting as per the dictates of the advocate. He was threatened by the branch manager that if he would refuse to write as per his order and dictates of the advocate, he would lose his job as he belonged to upper caste and as per Govt. of India guidelines only persons belonging to scheduled caste category could work as sweepers. Both the business facilitators also threatened the workman and directed him to obey the order of the branch manager. The workman lost his balance of mind and he wrote as it was dictated by the advocate. The branch manager kept the workman confined for three days in the branch. The further case of the workman is that all of a sudden the workman was served the suspension order dated-23.03.2009. The workman on the same day approached the branch manager for handing over a letter address to the chief manager through him. After going through letter the branch manager threatened him. The workman approached the branch manager several times to receive the aforesaid letter but when he refused to accept the same then he handed over the letter to Sri N.K.Singh, Chief Manager on 30.03.2009 along with the copy of letter dt- 24.03.2009. The management got the matter investigated through N.K.Singh, Chief Manager who submitted his report to DGM. The workman was put under suspension on 23.03.2009. The case of the workman is that the disciplinary authority did not issue any show cause/explanation letter before placing him under suspension. Mr. N.K.Singh was appointed as disciplinary authority who later on appointed Sri Vijay Vyas, NRO Calcutta as enquiry officer and Sri U.N. Yadav, NRO Patna as management representative. The case of the workman is that enquiry officer did not inquire the matter fairly and properly and submitted one sided report under the influence of higher authorities of the bank. The disciplinary authority without application of proper and independent mind, imposed the punishment of compulsory retirement to the workman. The workman preferred an appeal against the order of the disciplinary authority but the appellate authority also failed to apply his mind properly and did not interfere in the order of the learned disciplinary authority. The case of the workman is that the branch manager Sri M.L.Ghosh whom the workman had handed over the money after withdrawing from the Punjab National Bank, has kept the money himself for about two months and when the matter came to light he got the money deposited and made the workman a scapegoat. The management instead of punishing the branch manager terminated the service of the poor workman by way of imposing the punishment of compulsory retirement from the service of the bank. The sponsoring union raised an Industrial Dispute before the appropriate authority as per the provisions of Industrial Dispute Act, 1947 but the dispute ended in failure due to the uncompromising attitude of the management. Accordingly, failure of conciliation report was sent to the Appropriate Govt, who referred the dispute for adjudication to this tribunal. The workman is an innocent person who did not commit any misconduct and was made scapegoat in this case. The punishment imposed upon the workman is neither legal nor justified. The workman has prayed for setting-aside the order of his compulsory retirement and also for reinstatement with back wages with all consequential benefits as well as cost.

3. The management has accepted that Sri Pinku Kumar was a part time sweeper in Kewagachhi Branch, Union Bank of India under Darbhanga Dist. The further case of the management is that the kewagachhi branch is maintaining a current account with Punjab National Bank, Tower Chowk Branch, Darbhanga. It is alleged that the workman Sri Pinku Kumar has withdrawn of Rs. 4 Lakh (Rs. Four Lakhs) on 27.12.2008 from Punjab National Bank by stealing cheque no.- 191266 which was signed by the Branch Manager. Later on after two months the workman himself voluntarily confessed his guilt by writing a letter on 27.02.2009 and on 27.02.2009 the workman deposited the amount of Rs. 4 Lakhs (Rs. Four Lakhs) in the bank which he had withdrawn. A free and impartial departmental enquiry was conducted against the workman for his misconduct in which it was proved that he unauthorisedly received payment of the aforesaid cheque on 27.12.2008 and he fraudulently signed the name of the payee on the reverse of the cheque. After conclusion of

the enquiry he was found guilty of doing acts prejudicial to the interest of the bank, breach of rules of business and negligence in performing duties. The disciplinary authority passed an order of compulsory retirement of the workman. Thereafter he filed an appeal but the Appellate Authority also rejected the same vide order dt- 24.10.2011. It is the case of the management that charges against the workman Sri Pinku Kumar have been proved in a fair and impartial departmental enquiry wherein he was given sufficient opportunity to defend himself but he failed to produce any cogent evidence in support of his contentions. The workman received the money against the cheque by signing on the reverse of the cheque as "Mr. Jha". The contention of the workman that he had done those things as per the instruction of the branch manager is not only unsupported by any evidence whatsoever, it is also an after thought. Considering the gravity of the misconducts committed by the workman, the bank has lost confidence in him and hence the punishment of compulsory retirement was imposed upon him. In the present case during the enquiry the principles of natural justice were fully followed and the workman was given sufficient opportunity of hearing before passing the order against him. The further case of the management is that Kewagachhi branch Darbhanga do not have adequate arrangement to store large quantity of money deposited in its branch hence the branch is maintaining its current account in Punjab National Bank, Darbhanga for keeping money in safe custody. As an when money is required by the Kewagachhi branch the same is being withdrawn from the Punjab National Bank through cheque. There was need of Rs. 4 Lakhs (Rs. Four Lakhs) and there upon the manager had signed one cheque amounting to Rs. 4 Lakhs on 26.12.2008 but that could not be sent for withdrawal as such the said cheque was kept intact with cheque book and was lying in the drawer of the manager. Since the immediate requirement of money was deferred, the said cheque remained in the cheque book itself. Subsequently on 27.02.2009 it came to the knowledge of the branch manager when the bank account book was updated which reflect withdrawal of Rs. 4 Lakhs by Sri Pinku Kumar. On verification of cheque book, the said cheque dt- 26.12.2008 was found missing. Thereafter Pinku Kumar was interrogated who confessed his guilt and gave his confessional statement and deposited the withdrawal amount. On 12.01.2009 memo of charges were served upon the workman Sri Pinku Kumar. Departmental enquiry was instituted in which one Sri Vijay Vyas, Senior Manager, (personnel) was appointed as enquiry officer and Sri U.N. Yadav, Senior Manager, (Personnel) was appointed as management representative vide Ext.- M/17 and Ext.- M/17-1 respectively. One Jagannath Chakaraborthy represented the workman on his behalf in the departmental proceeding. On 02.08.2010 enquiry report was submitted by the enquiry officer who found the charges against the workman correct and true and came to the conclusion that gross misconduct has been committed by Pinku Kumar. The disciplinary authority served enquiry report to the workman Sri Pinku Kumar with proposed punishment of compulsory retirement.

That on 25.04.2011 disciplinary authority awarded punishment on charges which has been found proved as follows:-

Charge proved	Punishment imposed
Gross misconduct	
Doing act prejudicial; tp the interest of the bank involving or likely to involve the bank in monetary loss.	Compulsory retirement from the services of the bank.
Minor Misconduct: Breach of rule of business of the bank and instructions for running of any department	Stoppage of increment for a period of six months.
Neglect of work and negligence in performing duties.	Stoppage of one increment for a period of six months.

The aforesaid punishments will run concurrently.

Sri Pinku Kumar will not be entitled to any pay and allowances save and except the subsistence allowance already drawn by him during the period of suspension.

The workman challenged the order of disciplinary authority by preferring an appeal before the appellate authority who by his order dated- 24.10.2011 rejected the appeal of the workman.

4. The workman also filed rejoined to the written statement filed by the management denying the allegations made against the workman. The workman in his rejoinder further stated that the enquiry was not conducted fairly and properly and enquiry report in one sided, The learned enquiry officer, learned disciplinary authority and the appellate authority did not follow the principle of natural justice from the stage of placing the workman under suspension, conducting the enquiry, imposing the punishment and disposing off the appeal. They also failed to discharge the duties as a quasi-judicial authority and the innocent, poor and helpless workman was made a scapegoat.

5. In this case the workman Sri Pinku Kumar only got himself examined as W.W.-1.

No other witnesses has been examined on behalf of the workman.

6. W.W-1 Pinku Kumar the workman in his deposition has stated that he used to work as a Part Time Sweeper in the Kewagachi branch of Union Bank of India in the District of Darbhanga. He worked in the bank from 2005 to 2009. Earlier he worked in the Pirnagara branch in the Dist. Of Khagaria. He has further stated that apart from working as PTS he used to work as a clerk also in kewagachi branch as per instruction of the branch manager. The work of cash remittance was also taken from him by the branch manager. This witness in his deposition has further stated that the concerned cheque which has been marked as Ext.- M/2 in this case was value of Rs. 4.00 Lakhs (Rs. Four Lakhs)

dated- 26.12.2008. This witness has further stated that this cheque bears the signature of branch manager Sri M.L.Ghosh and chief cashier Maya Shankar Jha but he cannot say as to in whose handwriting this cheque. His signature was attested by the branch manager Sri M.L.Ghosh on the reverse of the cheque. This cheque was handover to him on 27.12.2008 at 10.00 A.M by the branch manager and the branch manager ordered him to withdraw the amount from Punjab National Bank as there was no other person in the branch to do this work. The Motorcycle of the bank was also provided to him for this purpose. He reached at Punjab National Bank at about 10.45 A.M and received the money after putting his signature on the reverse of the cheque. This witness further stated that chief cashier Sri Maya Shankar Jha was not present in the branch either on 26.12.2008 or on 27.12.2008. On both the aforesaid dates he was on duty in the extension counter of the bank situated at Lehariasarai. After reaching in Kewagachi branch he handover the amount which was withdrawn by him from the Punjab National Bank to the branch manager who kept the same in the drawer of his table and locked the same. The manager further sent him in cash duty. This witness has further stated in his deposition that on 27.02.2009 the branch manager and two business facilitators namely Raja Ram Sharma and Navneet Kumar Choudhary forced him to write the confession letter which has been marked as Ext.-W/1 in this case. This witness has further proved the pay in slip which has been marked as Ext.-W/2. This pay – in - slip has been filled by the branch manager and it also bears his signature. This witness has further proved Ext.-W which is the letter dated- 30.03.2009 given by this witness to chief manager Sri N.K. Singh.

This witness in his cross-examination has stated that he did not get any written order from the bank to work as a clerk in the branch. He also did not get any officiating pay for doing the work of the clerk. He also used to go for cash remittance and after bringing the money he used to handover the same to the concerned staff. This witness has further admitted his signature on the reverse of the cheque which has been marked as Ext.-M/2 as well as his signature Ext.M/1 in the attendance register. This witness has further stated that the concerned cheque was in favour of one Sri M. Jha and the manager had said to him that the amount of this cheque has to pay to one Sri M. Jha who is the customer of the bank. This witness in his cross-examination has admitted that the cheque was in favour of another person but he withdrew the amount as per the instruction of the branch manager. He handover the money to the branch manager who kept the same in the drawer and he engaged in some other work. This witness has admitted that he committed wrong in withdrawing the money in the name of some other person by putting his signature “M” as per the dictation of the branch manager. This witness has further stated in his cross-examination that the confession letter which has been marked as Ext.- W/1 in this case was got written by him not in the bank branch but at the residence of the branch manager forcibly after assaulting him. Two persons Raja Ram Sharma and Navneet Kumar Choudhary who are witnesses in this letter have forcibly brought him at the residence of the branch manager. This witness in his cross-examination has specifically stated that he did not deposit Rs. 4.00 Lakhs in the account but it was the branch manager who deposited the aforesaid amount by filling the vouchers Ext.-M/3. The branch manager got his signature on the aforesaid blank voucher.

7. In this case the management has got examine two witness namely Kumar Rajeev (M.W-1) and Vijay Vyas (M.W-2).

M.W-1 Kumar Rajeev is the branch manager of Kewagachi branch. This witness in his deposition has stated that after joining in the bank he got knowledge that the workman Sri Pinku Kumar used to work as a Part Time Sweeper in the branch. In his period the workman Sri Pinku Kumar was not working there. Further he got knowledge that Pinku Kumar committed an embezzlement of Rs. 4.00 Lakhs in the branch for which he was suspended and after enquiry he was compulsorily retired. This witness has further stated that Pinku Kumar committed theft of cheque and withdrew the amount of Rs. 4.00 Lakhs and he also admitted his guilt. He has further stated that Pinku Kumar later on deposited the aforesaid amount.

This witness in his cross-examination has admitted that he has no personal knowledge of this case. He has further stated that the cheque comes under the printing security and it is kept in single lock. He has further stated that the stolen cheque of Punjab National Bank was not kept in joint custody but only joint signature was required while withdrawing the amount. The cheque was kept in the custody of the branch manager and in his absence the key of the custody was with the second man head cashier. This witness has further stated that he did not see the cheque in question. This witness in his deposition has further stated that the account of the Kewagachi branch of Union Bank of India was in the Punjab National Bank, tower chowk, Darbhanga and the account was being operated by the branch manager and the head cashier Maya Shankar Jha and both have to put their signature on the cheque. This witness has further stated that in case of absence of the branch manager he used to put his signature on the cheque in advance so that he work may not hamper. This witness has stated that he got knowledge of the occurrence from the document available in the branch as well as from the employees of the branch. This witness has further stated that at present there are altogether five staff in the branch out of whom one Pashupati Mishra was also posted in the branch in the year 2008 but so far other four persons are concerned he can't say whether they were posted at that time in the branch or not. One Sri M.L.Ghosh was the branch manager in the bank when the occurrence took place. He has further stated that cheque no.-191266 bears the signatures of two persons the branch manager and the head cashier and the signature of the person who withdrew the amount has been attested on the reverse of the cheque but he can't say who attested the signature. He has further stated that he can't say as to whether F.I.R was lodged or not regarding the occurrence.

8. Another witness **Sri Vijay Vyas** has been examined as **M.W-2** in this case. This witness was the enquiry officer in this case. This witness in his deposition has stated that the charge against the workman Pinku Kumar was that he withdrew the amount of Rs. 4.00 lakhs from the Punjab National Bank, tower chowk, Darbhanga but did not deposit the same in the account of the Union Bank. The another charge against the workman was that on 26.12.1998 he left his duty without any information to his superior. This witness has further stated that one Sri U.N.Yadav was presenting officer in the case and one Sri Chakrabarti was the defence representative. This witness has further stated that the charge sheeted

employee Sri Pinku Kumar admitted his guilt even before the enquiry and deposited Rs. 4.00 Lakhs in the bank but during the enquiry Sri Pinku Kumar denied the charges levelled against him. This witness has further stated that during enquiry the charge that he was absent on 26.12.2008 without any information was not found true. But the other charges were found true during the enquiry. He has further stated that he mentioned all the documents in his enquiry report which were brought by the management during enquiry as well as he also mentioned about those documents which were brought on record by the defence and ample opportunity was given to the defence during enquiry.

This witness in his cross-examination has stated that one Sri N.K.Singh was the preliminary investigating officer in this case but he did not suspend the workman but it was the central office who suspended the employee. This witness has proved the letter which was given to Sri N.K.Singh by the workman Sri Pinku Kumar in which he has stated that he was forcibly brought at the residence of the then branch manager. This letter is marked as Ext.-W in this case. This witness has further stated that during enquiry the then branch manager Sri M.L.Ghosh was not examined. The reverse side of the cheque also bears the signature of Sri M.L.Ghosh.

9. The following documents were brought on record by the defence in support of his case.

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|------------------|--|
| Ext.-W- | is the letter dt- 30.03.2009 written by Sri Pinku Kumar to Sri N.K.Singh, Chief Manager, Union Bank of India. |
| Ext.-W/1- | is the alleged confession letter written by Sri Pinku Kumar on 27.02.2009 admitting his guilt. |
| Ext.-W/2- | is the pen-in-slip dt- 27.02.2009 (voucher) by which the amount of Rs. 4.00 Lakhs was deposited in the account of bank. |
| | On behalf of the management altogether 26 documents were marked got Extd out of which some important Exts are.... |
| Ext.-M/1- | Xerox copy of Muster roll maintained at Kewagachi Branch for the month of December 2008. |
| Ext.-M/2- | Xerox copy of cheque no.- 196166 dated- 26.12.2008 of PNB, Darbhanga. |
| Ext.-M/5 & M/5-1 | Xerox copy of cash balance book dated-26.12.2008 and 27.02.2009. |
| Ext.-M/6- | Xerox copy of cheque no.- 191265 dt- 20.10.2008. |
| Ext.-M/6-1 | Xerox copy of cheque no.- 191267 dt- 21.10.2008. |
| Ext.-M/7- | Letter no. nil dated- 11.03.2010 of Punjab National Bank, Darbhanga address to Manager, UBI, Kewagachi Branch. |
| Ext.-M/8- | Letter dated- 27.02.2009 of Kewagachi Branch address to Sr. Manager, NRO, Patna. |
| Ext.-M/9- | Abstract of our kewagachi branch account maintained with PNB, Darbhanga for a period 01.12.2008 to 31.12.2008. |
| Ext.-M/10- | PNB branch, Darbhanga letter no. nil dated- 06.02.2010 address to Branch Manager, UBI, Kewagachi. |
| Ext.-M/11- | Xerox copy of letter dated- 06.02.2010 of our Kewagachi Branch address to Sr Branch Manager, PNB, Darbhanga. |
| Ext.-M/13- | Report dated nil of the then Chief Manager Shri N.K.Singh on the fraud perpetrated in clearing house of our Kewagachi Branch maintained with PNB, Darbhanga. |
| Ext.-M/14- | Computer generated FTIR dated- 27.12.2008 to Kewagachi Branch. |
| Ext.-M/17 | Letter dt-12.11.2009 appointing Sri Vijay Vyas, Sr. Manager (personnel), enquiry officer. |
| Ext.-M/17-1- | Letter dt- 12.11.2009 appointing Sri U.N.Yadav, Sr. Manager (personnel) as management representative. |
| Ext.-M/18- | Charge sheet dt- 12.11.2009 |
| Ext.-M/19- | Proceeding of departmental enquiry. |
| Ext.-M/20- | Inquiry report submitted by enquiry officer. |
| Ext.-M/21- | Punishment proposed & notice for personal hearing. |
| Ext.-M/22- | Personal hearing by Disciplinary Authority. |
| Ext.-M/23- | Punishment order dated- 25.04.2010. |
| Ext.-M.24- | Appeal preferred by Shri Pinku Kumar. |
| Ext.-M/25- | Proceeding of personal hearing carried out before Appellate Authority. |
| Ext.-M/26- | Order of the Appellate Authority. |

10. The learned counsel for the workman submitted that the entire episode from placing the workman under suspension, issuance of charge sheet, holding of domestic enquiry, imposition of punishment and disposal of appeal is

merely a cover – up exercise to save the real culprit and punish an innocent poor workman. The workman was made a scapegoat for saving Sri M.L.Ghosh, the then branch manager. The domestic enquiry was not conducted fairly and properly rather the same was one sided and suffers from perversity of findings. The learned enquiry officer, the learned Disciplinary Authority and the learned Appellate Authority did not follow the principle of natural justice from the stage of placing the workman under suspension, conducting the enquiry, imposing the punishment and disposing off the appeal. He further submitted that it was the then branch manager Sri M.L.Ghosh who kept money of the bank with mala fide intention and when the matter came to light, he got the same deposited with the bank after adopting unethical means. In this case the most important witness for management was the then branch manager Sri M.L.Ghosh but he was allowed to skip from his examination as a management witness for supporting the charges against the workman. Mr. Ghosh was neither examined in course of enquiry nor he was examined in this tribunal. The entire set of management worked with an intention to save Sri M.L.Ghosh by hook or by crook and accordingly he was not produced as a witness for examination and cross-examination. The learned representative of the workman further submitted that the learned enquiry officer without examining the complainant and without application of reasonable mind held the charges proved against the poor innocent workman. The learned Disciplinary Authority also acted with closed mind without application of proper, reasonable and independent mind and imposed the punishment. Similarly the learned Appellate Authority also acted with closed mind and without application of reasonable and independent mind, confirmed the punishment order passed by the learned Disciplinary Authority. The learned representative of the workman further submitted that under coercion, threat and intimidation, the workman had written confession letter which was reported to Sri N.K. Singh, Chief Manager Nodal Regional Office, Patna. The Business Facilitators namely Navneet Kumar Chodhary and Sri Raja Ram Sharma were also not examined either during the enquiry proceeding or before this tribunal. The learned representative of the workman submitted that there is no dispute that this workman withdrew the amount in question from the bank but he acted on the order and instruction of his superior i.e. the then Branch Manager Sri M.L.Ghosh. His signature on the reverse on the cheque in question was duly attested by the then Branch Manager Mr. M.L.Ghosh. As there was shortage of staff in the bank the Branch Manager used to take several other works from the CSE (Pinku Kumar) apart from his usual duties. The Branch Manager used to take the work of preparing the cash balance book without signing as head cashier, working on the computer to run the CBS using other's ID and pass word, receiving and paying cash from and to customers, signing in other's "name" while withdrawing cash from PNB. Getting signature of the workman on a blank credit voucher is another example of immoral act of the Branch Manager. The CSE (charge sheeted employee) Sri Pinku Kumar had no courage to deny the illegal and immoral order of his superior.

The learned representative of the workman further submitted that it is very strange that cheque no.- 191265 was issued on 20.10.2008 and cheque no.- 191267 was issued on 21.10.2008 by the Branch Manager and the cheque in question 191266 remained unused till 27.12.2008. It is allegation against the CSE is that he committed theft of aforesaid cheque in question and withdrew the amount of Rs. 4.00 Lakhs from P.N.B Darbhanga. The story of theft of cheque has been created by the management appears to be frivolous and false. During enquiry M.W-1 the present Branch Manager has stated that cheque was stolen between 20.10.2008 to 21.10.2008 but in para- 15 of written statement of the management it has been stated that the cheque in question was signed by the Branch Manager on 26.12.2008 but that could not be sent for withdrawal as such the said cheque kept intact with cheque book and was lying in the drawer of the Branch Manager. During enquiry it has also come that on 26.12.2008 the Branch Manager after signing the cheque in question himself went to Darbhanga extension counter of the bank and got the signature of the Sri M.S.Jha the Head Cashier who was one of the joint signatories of the said account.

The learned representative of the workman further submitted that it was the Branch Manager who ordered and forced the CSE to sign as M. Jha on the reverse of the cheque which was duly attested by then Branch Manager. The CSE being merely Part Time Sweeper had no courage to refuse even such illegal instruction of the Branch Manager. The Branch Manager made the CSE accustom to work in the guise of other person and as such as per instruction of the Branch Manager the CSE used to perform the duties of CTO using other ID and password and also used to work as cashier beyond the rules of the bank. He further submitted that this fact has also come in the audit report dt-31.07.2008 in which inspecting officers recorded that "it is observed during the course of Audit that cash is handled by PTS and computer is also operated by him regularly." It is the case of the CSE that after withdrawing the amount in question through cheque in question he handed over the same to the Branch manager and after that as per the instruction of the Branch Manager worked in the cash department till closing. The learned representative of the workman submitted that it is unbelievable that a person who had withdrawn amount of Rs. 4.00 Lakhs fraudulently will remain in Branch for the whole day and perform his duties in the cash department. It is also not believable that the Branch Manager who attested his signature (fictitious) and sent him to Punjab National Bank for obtaining payment will keep silent even without getting Rs. 4.00 Lakhs from him. The learned representative of the workman further submitted that it also creates doubt the working of the then Branch Manager who signed cheque no.- 191265 on 20.10.2008 and cheque no.- 191267 on 21.10.2008 and did not use the cheque in question till 26.12.2008. The Branch Manager left the cheque in question unused and in the month of December 2008 for all the transaction he used another cheque book bearing serial number starting with 208 except for the transaction of withdrawing said Rs. 4.00 Lakhs on 27.12.2008. It appears very surprising as to why the then Branch Manager Sri M.L.Ghosh kept the unused cheque for four months.

The learned representative of the workman further submitted that alleged confession letter was not a voluntary one rather the same was obtained from the CSE putting him under pressure and threat of life. He was hijacked from his house by the two business facilitators who stood as witnesses to the aforesaid alleged confession letter. They took him to the residence of the then Branch Manager and pressurised him to write the confession letter. It is wrong to say that confession was recorded in the branch in the bank because the paper which has been used recording confession letter does not belong to "Bank's Branch". The paper used was a page of student note book. The learned representative of the

management further submitted that from the perusal of the Ext.-W/2 (Ext.-M/3) which is credit voucher dt- 27.02.2009 it appears and has also come during enquiry that the same was prepared by the then Branch Manager Sri M.L.Ghosh himself and it has wrongly been alleged by the management that the CSE deposited the aforesaid amount. It was further submitted that during the enquiry it has also come that the amount of Rs. 4.00 Lakh was deposited earlier on 27.02.2009 and thereafter confession letter was prepared. The learned representative of the workman submitted that in fact the workman Sri Pinku Kumar is innocent and did not commit any misconduct but he was made a scapegoat for saving the real guilty person of this entire episode, the then branch manager Sri M.L.Ghosh.

11. The learned representative of the management submitted that the charges against the workman have been proved in a fair and impartial departmental enquiry wherein he was given sufficient opportunity to defend himself but he could not produce any cogent evidence in support of his case. It was further submitted that the principles of natural justice has been followed in this case and the workman was given sufficient opportunity of hearing. It has been further submitted that the charges of fraudulent withdrawal and subsequent deposition of the money by the workman Sri Pinku Kumar have been proved in a fair and impartial departmental enquiry. He received the money against the cheque after signing on the reverse of the cheque. The enquiry officer found the charges against the Sri Pinku Kumar true and correct and he came to the conclusion regarding the gross misconduct committed by the workman. The enquiry report was served upon the workman. The Appellate Authority also gave personnel hearing to Sri Pinku Kumar and he finally rejected the appeal on merit by speaking order. The learned representative of the management submitted that the entire proceeding was conducted fairly after giving sufficient opportunity to the workman to defend himself and only after that the order of punishment has been imposed against the workman Sri Pinku Kumar.

12. After hearing the learned representative of the both the parties, I am of the view that the management has not proceeded in the matter fairly and impartially and it appears that the poor innocent CSE Sri Pinku Kumar was made a scapegoat to save the then branch manager Sri M.L.Ghosh. Story of theft of cheque which has been propounded by the management appears to be totally false and fabricated and from the materials available on the record it appears that the then Branch Manager signed the cheque himself on 26.12.2008 and also got the signature of other joint signatories Sri M.S.Jha on the same and after attesting the signature of the CSE on the reverse of the cheque handed over the same to the CSE on 27.12.2008 for withdrawing the amount. The CSE after withdrawing the amount gave to the Branch Manager on the same day. In this case the working behaviour of the then Branch Manager appears to be very doubtful. There is no explanation as to why although cheque No.-191265 was used on 20.10.2008 and 191267 was used on 21.10.2008 and why cheque no.- 191266 remained unused for more than two months i.e till 26.12.2008. It is a serious question as to what necessitated Sri Ghosh to keep the said in between cheque unused without having any ill motive in his mind. There is also contradictory stand taken by the management in enquiry. At one place it comes that cheque was stolen between 20.10.2008 and 21.10.2008 but in the same enquiry and which is also the case of the management that it was the then branch manager Sri M.L.Ghosh who put his signature on the cheque in question on 26.12.2008 and also got the signature of another joint signatories Sri M.S.Jha by himself carrying the said cheque to extension counter at Darbhanga. The alleged confession letter also does not appear to be voluntary one and it was also not prepared in the branch in the bank. The credit voucher (Ext.-W/2 and Ext.- M/3) dt- 27.02.2009 by which the alleged defaulted amount of Rs. 4.00 Lakh was deposited was written by the Branch Manager Sri M.L.Ghosh himself. It is also creates doubt that the amount was deposited by the CSE Sri Pinku Kumar. No sensible person more particular a branch manager of a bank, would prepare the voucher by himself when he had come to know that the defrauded money was being deposited through that voucher. So far doing acts prejudicial to the interest of the bank involving or likely to involve the bank in serious loss is concerned, since the bank got back Rs. 4.00 Lakhs hence there is no question of involving or likely to involve the bank in serious loss. So far breach of rules of business of the bank is concerned it appears that whatever breach of rules of the bank with regard to the action of the CSE was marked, all were made to be done at the instruction of the then Branch Manager where the poor helpless CSE had particularly no choice. His only fault was that he was obeying the instruction of the branch manager without considering its justification. The only fault of the CSE Sri Pinku Kumar that he was obeying even the illegal instructions and orders of the branch manager which were also against bank rules.

Accordingly it is hereby held that out of three charges the charge no.-1 doing acts prejudicial to the interest of the Bank and charge No. 3 namely neglect of work and negligence in performing duties have not been proved satisfactorily. However the charge no.-2 the breach of rules of business of the bank has some what been partially proved against the CSE Pinku Kumar. Although he acted on the order and instruction of the branch manager, but when he was knowing fully well that they were against the rules of banking business and procedure established, he mustered courage to deny the same. Accordingly the CSE Pinku Kumar is found guilty of the aforesaid minor misconduct for which the punishment as awarded by the management is sufficient. The punishment of compulsory retirement as has been imposed by the management is too harsh in the facts and circumstances of the case and the same is also not legal and justified as has been discussed above and accordingly the same is hereby set aside and the CSE Pinku Kumar is entitled to the relief of reinstatement with 30% of the back wages.

The management is accordingly directed to reinstate the workman Pinku Kumar with 30% of the back wages immediately after publication of award.

This is my award.

Dictated & Corrected by me.

नई दिल्ली, 12 फरवरी, 2019

का आ. 264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ सं. 208/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.02.2019 प्राप्त हुआ था।

[सं. एल-41012/23/99-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 12th February, 2019

S.O. 264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 208/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 12.02.2019.

[No. L-41012/23/99-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad, Dated 30th January, 2019

Reference: (CGITA) No. 208/2004

1. The General Manager,
Western Railway, Headquarter Building, Churchgate,
Mumbai - 400001
2. The Divisional Railway Manager,
Western Railway, Near Railway Station,
Ratlam (M.P.) - 457001
3. The Assistant Engineer (I),
Western Railway, Near Railway Station,
Ratlam (M.P.) - 457001
4. The Sr. Divisional Engineer (II),
Western Railway, Near Railway Station,
Ratlam (M.P.) - 457001

...First Parties

V/s

Smt. Mangliben Mehrubhai Patel W/o Late Shri Mehru Moti,
Orvada, Ta. Godhra, Panchmahal (Gujarat) C/o Shri J.K. Ved,
Sinduri Mata Devasthan, S.T. Nagar Road, Godhra,
Panchmahal (Gujarat) -389001

...Second Party

For the First Party : Shri H.R. Raval
For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/23/99-IR(B-I) dated 16.06.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Railway Administration in removing from service to Shri Mehru Moti, Care Taker under IOW, Dahod with effect from 08.05.1991 on the charges of misconduct vide charge sheet no. 308/1/1 dated 23.11.1989 is legal and justified? If not, to what relief the concerned workman is entitled and from which date?”

1. The reference dates back to 16.06.1999 and received on 03.07.1999 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notice to both the parties, the second party Mehru Moti, C/o Shri J.K. Ved, Sinduri Mata Devasthan, S.T. Nagar Road, Godhra, Panchmahal, hereinafter referred to as 'workman' submitted the statement of claim Ex. 8 and the first party The General Manager, Western Railway, Headquarter Building, Churchgate, Mumbai and others, hereinafter referred to as 'first party' submitted the written statement Ex. 18.

3. The second party workman in his statement of claim alleged that he (workman) is a schedule tribe staying in the tribal area. He does not have the knowledge of any other language except Gujarati Language. He continuously worked for 20 years in the first party organisation as permanent employee. He was served with a charge-sheet on 23.11.1989 for long absence from duty. The copy of charge-sheet is enclosed with the statement of claim. The first party had neither mentioned the duration of absence in the charge-sheet nor had produced any documentary evidence thereof. Therefore, he lost his right of defence since the beginning to revert the charge-sheet properly as he was illegally charge-sheeted. He has further alleged that he had been sick during the period of alleged absence from duty and submitted to the first party, the medical certificate of a private medical practitioner regarding his sickness but the first party did not take cognizance of his leave application as well as the medical certificate and marked him absent in the muster roll. The first party imposed the penalty of removal from service without considering his 20 years long service instead of ordering compulsory retirement or voluntary retirement from service (VRS) for which he has prayed in his statement of claim. The departmental enquiry was also conducted in a manner violating the principle of natural justice as without giving the proper opportunity of hearing and defence enshrined under the provision of Article 311 (2) of the Constitution of India. The workman has also objected to the engagement of legal practitioner/advocate by the first party under Section 33 (c) and 34 of the Industrial Disputes Act. He also moved an appeal before the appropriate authority; same was also rejected without considering the provisions of law. Thus he has prayed for setting aside the impugned order of removal from service with reinstatement of service along with back wages. The second party has submitted the copies of notice of imposition of penalty under Rule 6 of Railway Servant (Discipline and Appeal) Rules, 1968, charge-sheet, order of appeal, information to Divisional Railway Manager, Western Railway, Ratlam regarding conciliation proceedings and review of order passed in appeal.

4. The Senior Divisional Personal Officer, Western Railway, Ratlam on behalf of all the first parties vide written statement Ex. 18 submitted that it is wrong to say that the workman was removed from service without giving opportunity of hearing. He never submitted any application for leave along with medical certificate, therefore, he was ordered to remove from service after finding him guilty in the departmental proceedings duly held by the Enquiry Officer. It is further submitted that the workman has desired to be voluntary retired instead of removal from service but there is no such option under law, therefore, same could not be done. It is further submitted that during the course of departmental enquiry, the workman himself admitted the charges levelled against him in the departmental enquiry; therefore, it would be wrong to say that the principle of natural justice has not been followed during the departmental proceedings. The workman also preferred an appeal against the order dated 08.05.1991 regarding removal from service before Senior Divisional Engineer, Ratlam which was duly considered and was rejected finding no force in the appeal. The written statement is enclosed with the copies of notice of imposition of penalty under Rule 6 of Railway Servant (Discipline and Appeal) Rules, 1968 vide Ex. 27, charge-sheet vide Ex. 31, order of appeal vide Ex. 28 along with the zerox copies of departmental proceedings and statement of witnesses recorded in the enquiry.

5. The workman expired on 17.12.2006; therefore, the widow named Mangliben Mehrubhai Patel moved an application Ex. 64 along with the death certificate of the deceased workman for making her as party in place of the second party deceased workman Mehru Moti along with the affidavit. Same was not opposed by the first party, therefore, the application was allowed and the widow named Mangliben Mehrubhai Patel was accordingly substituted as second party in place of her deceased husband.

6. On the basis of the pleadings, the following issues arise:

- i. Whether the action of the Railway Administration in removing from service to Shri Mehru Moti, Care Taker under IOW, Dahod with effect from 08.05.1991 on the charges of misconduct vide charge sheet no. 308/1/1 dated 23.11.1989 is legal and justified?
- ii. To what relief, if any, the concerned workman or widow of the concerned workman is entitled?

7. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party deceased workman who was examined on oath wherein he has stated that he was removed from service and did not find any employment despite making effort to search the job. He was Gangman as a permanent employee. He is illiterate and did not understand the intricacies of the departmental enquiry. In his cross-examination, he has stated that he was posted at Godhra since 1963. It is true that memorandum bears him thumb impression. He was doing all the workman of Gangman with honesty and sincerity. He met with an accident; therefore, he was given light duty.

8. The first party did not prefer to lead any oral evidence except the documentary evidence as detailed in Para No. 3 and 4.

9. I heard and considered the argument of both the parties. Though the deceased second party workman has not stated anything regarding the illegality of departmental enquiry but learned counsel for the second party workman Shri Prabhatsinh Parmar argued that this workman as appears from the oral and documentary evidence joined as Gangman in

the year 1963 and was ordered to be removed from service on 08.05.1991 by Assistant Engineer, Dahod and appeal preferred by the deceased workman was also rejected on 16.04.1992. He moved a review against the order of appeal praying for voluntarily retirement which was summarily rejected on the ground that there are no such provisions in the service rules without giving the provisions of service rules. I also perused the documents regarding the departmental enquiry which reveals that the enquiry was conducted in a very casual manner without considering the fact that the workman was illiterate and also a tribal and served for more than 28 years. It was the duty of Enquiry Officer as well as the appointing and appellate authority to consider the aforesaid facts while awarding the punishment. It was also imperative on the Enquiry Officer to provide an illiterate and tribal workman legal aid by providing some intelligent trade union leader or some other sincere man to defend him in the enquiry. Thus all the enquiry proceedings, appellate process and removal process had been done in a haste and casual manner violating all norms of a civilized society.

10. As the workman has died, therefore, it would not be possible to reinstate him with back wages but it would be proper to treat the punishment of removal from service as voluntary retirement with all retirement benefits and to give family pension to Smt. Mangliben Mehrubhai Patel, widow of the deceased second party workman. The family pension to Smt. Mangliben Mehrubhai Patel, widow of the deceased workman shall be given from the date of death of the deceased workman. Both the issues are decided accordingly.

11. The award shall be given in effect within 30 days from the publication of this award.

12. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 12 फरवरी, 2019

का. आ. 265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर बिहार ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट (आई.डी. मामला संख्या 08(सी) ऑफ 2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.02.2019 प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 12th February, 2019

S.O. 265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. Case No. 08 (C) of 2017) of the *Indus.Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Uttar Bihar Gramin Bank and their workmen, received by the Central Government on 12.02.2019.

[No. L-12025/01/2019-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 08 (C) of 2017

Between The management of Chairman, Uttar Bihar Gramin Bank, Head Office, Kalambagh Chowk, Muzaffarpur – 842001 and their workman Sri Rajendra Singh, S/O- Late Ram Bali Singh, At & P.O- Jurabanpur Karari, Dist.- Vaishali, Pin- 844508.

For the management : None

For the workman : Sri B. Prasad, President, Bihar Provincial Gramin Bank Employees Association

Present : Vishweshwar Nath Mishra, Presiding Officer, Industrial Tribunal, Patna.

AWARD

Patna, dt- 24th December, 2018

1. The present case has been filed U/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement with back wages, regularisation in the services of the Bank as a messenger.

2. Matter was raised by the workman on 06.06.2017 before the Regional Labour Commissioner (Central), Patna (for short A.L.C (C) Patna), who issued notice dt. 15.06..2017 to the parties vide file No. 2(14)/2017/RLC.

3. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.
4. An application was filed before this tribunal on 19.12.2017 and case was registered and notice was issued to the workman for hearing on the point of admission.
5. The workman has stated that the he was orally appointed to discharge his duties of a messenger at Jurabanpur branch of Uttar Bihar Gramin Bank w.e.f May, 2009. He has further stated that the workman was performing his duties from 10 A.M to 5 P.M regularly and has been also working for opening Bank's account and recovery of Bank's loans from borrowers. He has further stated that there was no permanent messenger at Jurabanpur branch since 2011 and the workman performed all the duties of a permanent messenger and his duties were perennial in nature. He has further stated that the workman discharged the duties of messenger from May 2009 to 17.02.2017 uninterruptedly and in the evening of 17th February 2017, the manager informed the workman of termination of his service from 18.02.2017 and after termination, the workman approached the management at different echelons but of no avail. The workman has become overaged while working with the management and has no any alternative means of livelihood.
6. In view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No.- 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No.- 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable.
7. In the light of the judgement of the Hon'ble Patna High Court, workman filed a withdrawal petition on 30.07.2018 to withdraw the I.D.case.
8. Heard the representative of the workman.
9. As the petitioner / workman himself wants to withdraw the I.D.Case, his prayer is hereby allowed and the I.D. Case is accordingly disposed off as not maintainable in the light of the aforesaid recent judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 12 फरवरी, 2019

का. आ. 266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 892/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.02.2019 प्राप्त हुआ था।

[सं. एल-12012/351/2002-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 12th February, 2019

S.O. 266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 892/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour* Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 12.02.2019.

[No. L-12012/351/2002-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad, Dated 22nd January, 2019

Reference: (CGITA) No. 892/2004

The Regional Manager,
State Bank of Saurashtra (Now State Bank of India),
Zonal Office, Post Box No. 178,
Darbargarh,
Bhavnagar (Gujarat) - 364001

...First Party

V/s

Shri Soni Vijaykumar Amrutlal Salla,
Opp. Radha Krishna Temples,
Sanghvi Chowk, Rajula City,
Bhavnagar (Gujarat)

...Second Party

For the First Parties : Shri D.C. Gandhi
For the Second Party : Shri Hitesh D. Katharotiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/351/2002–IR (B-I) dated 27.05.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of State Bank of Saurashtra, Bhavnagar in terminating the services of Shri Soni Vijaykumar Amrutlal Salla w.e.f. 13.12.1993 and not producing records during conciliation proceedings is justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 27.05.2003 and received on 13.06.2003 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing of notice to the parties, the parties submitted their statement of claim and written statement followed by oral and documentary evidence.
3. On 05.02.2019, the second party workman Soni Vijay Kumar Amrutlal Salla and the first party State Bank of India submitted the settlement Ex. 33 vide application Ex. 32 stating that the matter has been resolved by way of onetime payment of Rs.200000/- (Rupees Two Lac) vide Demand Draft No. 074425 dated 20.12.2018 along with Rs.15000/- (Rupees Fifteen Thousand) in the favour of the advocate of second party workman vide Demand Draft No. 074426 dated 20.12.2018 and nothing has been left for further resolution. The said settlement Ex. 33 was read over and explained to the parties. They admitted the terms and conditions of the settlement. Therefore, the settlement Ex. 33 is accepted by the Tribunal.
4. Thus the reference is disposed of in the light of the settlement Ex. 33. The settlement Ex. 33 shall remain the part of the award.
5. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 12 फरवरी, 2019

का. आ. 267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य बिहार ग्रामीण बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पटना के पंचाट (आई.डी. मामला संख्या 07(सी) ऑफ 2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12.02.2019 प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 12th February, 2019

S.O. 267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. Case No. 07 (C) of 2017) of the *Indus. Tribunal-cum-Labour Court Patna* as shown in the Annexure, in the industrial dispute between the management of Madhya Bihar Gramin Bank and their workmen, received by the Central Government on 12.02.2019.

[No. L-12025/01/2019-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, PATNA

I.D. Case No. 07 (C) of 2017

Between The Chairman, Madhya Bihar Gramin Bank, Head Office, Sri Vishnu Commercial Complex, Asochak Chowk, New Bypass Road, (NH-30), Patna-800016 and Their workman Sri Jitendra Kumar Dubey, S/O- Pramod Kumar Dubey, Vill.- Agini, P.O Sikaria, P.S- Darigaon, Dist.- Rohtas, Pin-821113.

For the management : None

For the workman : Sri B. Prasad, President, Bihar Provincial Gramin Bank Employees Association.

Present : Vishweshwar Nath Mishra, Presiding Officer,
Industrial Tribunal, Patna.

AWARD

Patna, dt. 24th December, 2018

1. The present case has been filed U/s 2A (1 & 2) of the Industrial Dispute (Amendment) Act, 2010 by the aforesaid workman who seeks relief of reinstatement with back wages in the services of the Bank as a part time sweeper under 1/3rd pay scale of a full time subordinate staff and regularisation of services as part time sweeper.
2. Matter was raised by the workman before the Assistant Labour Commissioner (Central), Patna (for short A.L.C (C) Patna), who issued notice dt. 29.12..2016 to the parties vide file No.- 1/34/2016/ALC -PT ;.
3. As a period of more than 45 days elapsed with no sign of any settlement, the workman preferred an application before this tribunal as per the provisions of section 2A (1 & 2) of the Industrial Disputes (Amendment) Act, 2010.
4. The application was filed before this tribunal on 19.12.2017 and case was registered and notice issued to the workman for hearing on the point of admission.
5. The workman has stated that following the instruction of the Chairman, the Manager of Torani Branch terminated the services of the workman w.e.f. 31.12.2011 and stopped him from working. The management again formulated scheme with 20% wage hike and the workman was reinstated as a Part Time Sweeper from 01.01.2013. After the dispute was raised in December, 2016 the management, after receiving a copy of the notice dated- 29.12.2016 issued instructions for terminating the services of the workman. Accordingly the workman was terminated from the services of the bank w.e.f 31.01.2017. He has also stated that the workman continuously worked in the respective branch from the date of joining till date of termination barring breaks for nearly one year.
6. In view of the recent judgement of the Hon'ble Patna High Court passed in C.W.J.C No. 2053 of 2016 on 22.11.2017 and confirmed in L.P.A No. 1822 of 2017 on 17.05.2018 the present I.D. Case is not maintainable.
7. In the light of the judgement of the Hon'ble Patna High Court, workman filed a withdrawal petition on 30.07.2018 to withdraw the I.D.Case.
8. Heard the representative of the workman.
9. As the petitioner / workman himself wants to withdraw the I.D.Case, his prayer is hereby allowed and the I.D. Case is accordingly disposed off as not maintainable in the light of the aforesaid judgement of the Hon'ble Patna High Court. This award is effected after gazette notification / publication of award.

Accordingly, this is my award.

Dictated & Corrected by me.

VISHWESHWAR NATH MISHRA, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीएमएस सिक्वोरिटीज लिमिटेड प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 58/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-12012/69/2016-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of M/s. CMS Securitاس Ltd. and their workmen, received by the Central Government on 14.02.2019.

[No. L-12012/69/2016–IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 08th January, 2019

Reference: (CGITA) No. 58/2017

The Director,
M/s. CMS Securitاس Ltd.,
201, Arcadia Building, Nariman Point,
Mumbai – 400021

...First Party

V/s

Mr. Mahendrakumar Ramnayaك Dubey,
Room No. 3, Tulsibhai-ni-chawli,
Opposite Hanumanjeena Temple, Salatwada,
Vadodara (Gujarat) – 390002

...Second Party

For the First Party : None
For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/69/2016–IR(B-I) dated 29.06.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. CMS Securitاس Ltd., Mumbai in terminating the services of Shri Mahendra Kumar Ramnayaك Dubey, Ex. Armed Guard w.e.f. 30.05.2015 is legal, just and proper? If not, to what relief the concerned applicant workman is entitled?”

1. The reference dates back to 29.06.2017 and received on 10.07.2017 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After receiving the reference from Union of India, Ministry of Labour and Employment, New Delhi, notices were issued to both the parties. The second party workman Mahendra Kumar Ramnayaك Dubey submitted the statement of claim Ex. 6 on 07.03.2018 along with the power of attorney of Shri Prabhatsinh Parmar vide Ex. 5 while the first party management M/s CMS Securitاس Ltd., Mumbai despite service as the acknowledgement of service Ex. 3 was received in the Tribunal, did not prefer to submit the written statement. The Tribunal also waited for the response of the first party M/s. CMS Securitاس Ltd. on 03.05.2018, 07.06.2018, 03.07.2018 and 14.08.2018 but to no result. Therefore, on 14.08.2018, the Tribunal ordered to proceed ex-parte against the first party M/s CMS Securitاس Ltd.
3. The second party workman Mahendra Kumar Ramnayaك Dubey in his statement of claim Ex. 6 has alleged that he was appointed as armed guard w.e.f. 17.01.2004 by the first party M/s CMS Securitاس Ltd. He used to perform the duty of armed guard in escorting cash van engaged in collection and delivery of cash on various branches and ATMs of nationalised banks, State Bank of India and other private banks. He used to perform his duties continuously without any interruption contemplated under Section 1 and 2 of the Industrial Disputes Act. During his service, he was never served with any memo, show cause notice or charge-sheet for any misconduct; therefore, his services were blotless and unblemished. Despite the said facts, his services were terminated on 30.05.2015 without serving any notice of retrenchment and notice pay. He was also not paid the last month salary and other terminal benefits. The first party did not prepare to make seniority list of the workmen and taking advantage of it, the first party retained the junior employee while terminating his services violating the principle of ‘last cum and first go’. Thus his termination was illegal, improper, arbitrary and violative of the provisions of law. He has further alleged that during conciliation before the Reconciliation Officer, he was offered the job through another sub-contractor to rid off the liabilities by way of cessation of

master servant relationship which proved that the first party was having contract in operation. Thus he has prayed that the reference be allowed with an order of reinstatement in service with full back wages and all consequential benefits.

4. The second party workman has also submitted the copy of the appointment letter giving the details of working hours, duties and other facilities, copies of pay slips and termination letter.

5. The second party workman Mahendra Kumar Ramnaya Dubey submitted his affidavit Ex. 8 reiterating the averments made in the statement of claim Ex. 6.

6. I perused the statement of claim Ex. 6 and affidavit Ex. 8 and also appointment letter and heard the arguments of learned counsel of the workman. These documents establish that the workman was engaged on 17.01.2004 and was terminated on 30.05.2015 without giving any notice. The letter of appointment reveals that services were liable to be terminated on one month's notice but the termination letter Ex. 7/4 reveals that an note has been writing in the termination letter that full and final settlement was not accepted by the workman but the letter does not appears to have been enclosed with one month's salary as provided in the terms and condition of service. Secondly, the workman worked for more than 11 years from 17.01.2004 to 30.05.2015 and the first party management did not prefer to appear before the Tribunal by way of submitting written statement denying the averments of the workman in his affidavit Ex. 8 including the facts regarding retaining the junior workman while terminating this workman. Thus the reference is fit to be allowed with an order of reinstatement with lump-sum back wages of Rs. 400000/- (Rupees Four Lac).

7. The first party is directed to reinstate the second party workman Mahendra Kumar Ramnaya Dubey with lump-sum back wages of Rs. 400000/- (Rupees Four Lac). The compliance of the award shall be made within 30 days from the publication of the award.

8. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीएमएस सिक्वोरिटीज लिमिटेड प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 69/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-12012/68/2016-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 69/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of M/s. CMS Securitas Ltd. and their workmen, received by the Central Government on 14.02.2019.

[No. L-12012/68/2016-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 08th January, 2019

Reference: (CGITA) No. 69/2017

The Director,
M/s. CMS Securitas Ltd.,
201, Arcadia Building, Nariman Point,
Mumbai – 400021

...First Party

V/s

Shri Pruthvi Singh M. Raulji,
B-51, Samrudhi Park Society, Kamlanagar,
Section 6, Ajwa Road,
Vadodara (Gujarat) – 390019

...Second Party

For the First Party : None
For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/68/2016-IR(B-I) dated 21.07.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s CMS Securitas Ltd., Mumbai in terminating the services of Shri Pruthvi Singh M. Raulji, Ex. Armed Guard w.e.f. 30.05.2015 is legal, just and proper? If not, to what relief the concerned applicant workman is entitled?”

1. The reference dates back to 21.07.2017 and received on 31.07.2017 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After receiving the reference from Union of India, Ministry of Labour and Employment, New Delhi, notices were issued to both the parties. The second party workman Pruthvi Singh M. Raulji submitted the statement of claim Ex. 6 on 07.03.2018 along with the power of attorney of Shri Prabhatsinh Parmar vide Ex. 5 while the first party management M/s. CMS Securitas Ltd., Mumbai despite service as the acknowledgement of service Ex. 3 was received in the Tribunal, did not prefer to submit the written statement. The Tribunal also waited for the response of the first party M/s CMS Securitas Ltd. on 03.05.2018, 07.06.2018, 03.07.2018 and 14.08.2018 but to no result. Therefore, on 14.08.2018, the Tribunal ordered to proceed ex-parte against the first party M/s CMS Securitas Ltd.

3. The second party workman Pruthvi Singh M. Raulji in his statement of claim Ex. 6 has alleged that he was appointed as armed guard w.e.f. 06.10.2004 by the first party M/s. CMS Securitas Ltd. He used to perform the duty of armed guard in escorting cash van engaged in collection and delivery of cash on various branches and ATMs of nationalised banks, State Bank of India and other private banks. He used to perform his duties continuously without any interruption contemplated under Section 1 and 2 of the Industrial Disputes Act. During his service, he was never served with any memo, show cause notice or charge-sheet for any misconduct; therefore, his services were blotless and unblemished. Despite the said facts, his services were terminated on 30.05.2015 without serving any notice of retrenchment and notice pay. He was also not paid the last month salary and other terminal benefits. The first party did not prepare to make seniority list of the workmen and taking advantage of it, the first party retained the junior employee while terminating his services violating the principle of ‘last cum and first go’. Thus his termination was illegal, improper, arbitrary and violative of the provisions of law. He has further alleged that during conciliation before the Re-conciliation Officer, he was offered the job through another sub-contractor to rid off the liabilities by way of cessation of master servant relationship which proved that the first party was having contract in operation. Thus he has prayed that the reference be allowed with an order of reinstatement in service with full back wages and all consequential benefits.

4. The second party workman has also submitted the copy of the appointment letter giving the details of working hours, duties and other facilities, copies of pay slips and termination letter.

5. The second party workman Pruthvi Singh M. Raulji submitted his affidavit Ex. 8 reiterating the averments made in the statement of claim Ex. 6.

6. perused the statement of claim Ex. 6 and affidavit Ex. 8 and also appointment letter and heard the arguments of learned counsel of the workman. These documents establish that the workman was engaged on 06.10.2004 and was terminated on 30.05.2015 without giving any notice. The letter of appointment reveals that services were liable to be terminated on one month’s notice but the termination letter Ex. 7/4 reveals that an note has been writing in the termination letter that full and final settlement was not accepted by the workman but the letter does not appears to have been enclosed with one month’s salary as provided in the terms and condition of service. Secondly, the workman worked for more than 10 years from 06.10.2004 to 30.05.2015 and the first party management did not prefer to appear before the Tribunal by way of submitting written statement denying the averments of the workman in his affidavit Ex. 8 including the facts regarding retaining the junior workman while terminating this workman. Thus the reference is fit to be allowed with an order of reinstatement with lump-sum back wages of Rs. 400000/- (Rupees Four Lac).

7. The first party is directed to reinstate the second party workman Pruthvi Singh M. Raulji with lump-sum back wages of Rs. 400000/- (Rupees Four Lac). The compliance of the award shall be made within 30 days from the publication of the award.

8. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 270.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीएमएस सिक्वोरिटीज लिमिटेड प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 172/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-41012/62/98-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 172/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 14.02.2019.

[No. L-41012/62/98-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 18th January, 2019

Reference: (CGITA) No. 172/2004

1. The Chief Project Manager-I,
Western Railway, Station Building,
Ahmedabad (Gujarat)
2. The Dy. Chief Engineer (C),
Western Railway,
Opp. Platform No. 4, Kalupur Railway Station,
Ahmedabad (Gujarat)

... First Parties

V/s

The President,
Paschim Railway Karmachari Parishad,
E/209, Sarvottam Nagar, Near New Railway Colony,
Sabarmati,
Ahmedabad (Gujarat)

... Second Party

For the First Parties : Shri H.R. Raval
For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/62/98-IR(B-I) dated 10.03.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Paschim Railway Karmachari Parishad, Ahmedabad that the employee Shri Inderjeet Singh, IOW under CPM, Ahmedabad is entitled for promotion as IOW Gr.II in the scale of 1600-2600 at par with his junior Shri O.P. Agarwal, IOW Gr. III is legal and justified? If yes, to what relief the concerned employee is entitled?”

1. The reference dates back to 10.03.1999 and received on 17.03.1999 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. Shri R.S. Sisodiya on behalf of The President, Paschim Railway Karmachari Parishad, E/209, Sarvottam Nagar, Near New Railway Colony, Sabarmati, Ahmedabad stated that he does not want to prosecute the case.

3. From the schedule of the reference, the workman is Inspector of Works in the pay scale of 1600-2600 on the date of reference that is 10.05.1999 and also on a supervisory post. In the year 1999, a workman who was drawing wages for than Rs.1600/- and also serving on a supervisory post does not come within the definition of the workman.
4. Thus the reference was not maintainable as per the provisions of Section 2 (s) of the Industrial Disputes Act on the date when the reference was made.
5. Thus the reference is disposed of as not maintainable.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीएमएस सिक्योरिटीज लिमिटेड प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 75/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-12012/70/2016-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of M/s. CMS Securitas Ltd. and their workmen, received by the Central Government on 14.02.2019.

[No. L-12012/70/2016- IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 08th January, 2019

Reference: (CGITA) No. 75/2017

The Director,
M/s. CMS Securitas Ltd.,
201, Arcadia Building, Nariman Point,
Mumbai – 400021

...First Party

V/s

Mr. Deepakbhai Jagannath Tiwari,
Room No. 2, Baba Nagar Society,
Parivar Char Rasta, Opp. Sreenathdham Society,
Vaghodia Road,
Vadodara (Gujarat)

...Second Party

For the First Party : None
For the Second Party : Shri Prabhatsinh Parmar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/70/2016-IR(B-I) dated 09.08.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s CMS Securitas Ltd., Mumbai in terminating the services of Shri Deepakbhai Jagannath Tiwari, Ex. Armed Guard w.e.f. 30.05.2015 is legal, just and proper? If not, to what relief the concerned applicant workman is entitled?”

1. The reference dates back to 09.08.2017 and received on 21.08.2017 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After receiving the reference from Union of India, Ministry of Labour and Employment, New Delhi, notices were issued to both the parties. The second party workman Deepakbhai Jagannath Tiwari submitted the statement of claim Ex. 6 on 07.03.2018 along with the power of attorney of Shri Prabhatsinh Parmar vide Ex. 5 while the first party management M/s CMS Securitas Ltd., Mumbai despite service as the acknowledgement of service Ex. 3 was received in the Tribunal, did not prefer to submit the written statement. The Tribunal also waited for the response of the first party M/s. CMS Securitas Ltd. on 03.05.2018, 07.06.2018, 03.07.2018 and 14.08.2018 but to no result. Therefore, on 14.08.2018, the Tribunal ordered to proceed ex-parte against the first party M/s CMS Securitas Ltd.
3. The second party workman Deepakbhai Jagannath Tiwari in his statement of claim Ex. 6 has alleged that he was appointed as armed guard w.e.f. 05.06.2003 by the first party M/s CMS Securitas Ltd. He used to perform the duty of armed guard in escorting cash van engaged in collection and delivery of cash on various branches and ATMs of nationalised banks, State Bank of India and other private banks. He used to perform his duties continuously without any interruption contemplated under Section 1 and 2 of the Industrial Disputes Act. During his service, he was never served with any memo, show cause notice or charge-sheet for any misconduct; therefore, his services were blotless and unblemished. Despite the said facts, his services were terminated on 30.05.2015 without serving any notice of retrenchment and notice pay. He was also not paid the last month salary and other terminal benefits. The first party did not prepare to make seniority list of the workmen and taking advantage of it, the first party retained the junior employee while terminating his services violating the principle of ‘last cum and first go’. Thus his termination was illegal, improper, arbitrary and violative of the provisions of law. He has further alleged that during conciliation before the Reconciliation Officer, he was offered the job through another sub-contractor to rid off the liabilities by way of cessation of master servant relationship which proved that the first party was having contract in operation. Thus he has prayed that the reference be allowed with an order of reinstatement in service with full back wages and all consequential benefits.
4. The second party workman has also submitted the copy of the appointment letter giving the details of working hours, duties and other facilities, copies of pay slips and termination letter.
5. The second party workman Deepakbhai Jagannath Tiwari submitted his affidavit Ex. 8 reiterating the averments made in the statement of claim Ex.
6. I perused the statement of claim Ex. 6 and affidavit Ex. 8 and also appointment letter and heard the arguments of learned counsel of the workman. These documents establish that the workman was engaged on 05.06.2003 and was terminated on 30.05.2015 without giving any notice. The letter of appointment reveals that services were liable to be terminated on one month’s notice but the termination letter Ex. 7/6 reveals that an note has been writing in the termination letter that full and final settlement was not accepted by the workman but the letter does not appears to have been enclosed with one month’s salary as provided in the terms and condition of service. Secondly, the workman worked for more than 11 years from 05.06.2003 to 30.05.2015 and the first party management did not prefer to appear before the Tribunal by way of submitting written statement denying the averments of the workman in his affidavit Ex. 8 including the facts regarding retaining the junior workman while terminating this workman. Thus the reference is fit to be allowed with an order of reinstatement with lump-sum back wages of Rs. 400000/- (Rupees Four Lac).
7. The first party is directed to reinstate the second party workman Deepakbhai Jagannath Tiwari with lump-sum back wages of Rs. 400000/- (Rupees Four Lac). The compliance of the award shall be made within 30 days from the publication of the award.
8. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 299/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.2.2019 प्राप्त हुआ था।

[सं. एल-41011/4/2000—आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 299/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 14.02.2019.

[No. L-41011/4/2000–IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 18th January, 2019

Reference: (CGITA) No. 299/2004

The Chief Works Manager,
Engineering Workshop,
Western Railway, Sabarmati,
Ahmedabad (Gujarat) - 380001

...First Party

V/s

The Secretary,
Railway Workers Union,
434-46, Gandhivas Koba Road, Sabarmati,
Ahmedabad (Gujarat) - 380001

...Second Party

For the First Party : Shri Mukesh Pandit
For the Second Party : Shri S.N. Adishwar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/4/2000–IR(B-I) dated 30.05.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Railway Workers Union is justified in demanding seniority and fixation of wages from the date of entry into service in Engineering Workshop regarding 27 employees as per list enclosed (Annexure-1) in terms of the award of Industrial Tribunal in Reference (ITC) No. 13/1981 dated 14.03.1996? If so what relief the workmen concerned are entitled to?”

1. The reference dates back to 30.05.2000 and received on 22.06.2000 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.

2. After issuing notices to the parties, the second party union The Secretary, Railway Workers Union, 434-46, Gandhivas Koba Road, Sabarmati, Ahmedabad submitted the statement of claim Ex. 6 alleging that earlier a Reference (ITC) No. 13/1981 was made by the Union of India wherein the Tribunal passed the award on 14.03.1996. The operative part of the award was as under: “The second party union’s reference is allowed for aforesaid 33 workers. Therefore, it is held as such that whatever claim has been done by the second party union that claim is enough, reasonable and legal confined to aforesaid 33 workers. Therefore, it is held as such that treating to the aforesaid 33 workers from the respective workers to be the workers of the Sabarmati Workshop and to give them temporary status and other benefits etc. that may be given to such workers of the Sabarmati Engineering workshop, an order is passed accordingly. The second party union shall convey the list of these 33 workers to the first party within a month of the announcement of this judgement and from the receipt of this list, the first party shall give those above benefits etc. to these 33 workers, etc. Order has been passed; accordingly, those benefits shall be given to them. There is no any order regarding costs.”

3. The second party union further alleged that the first party The Chief Works Manager, Engineering Workshop, Western Railway, Sabarmati, Ahmedabad, hereinafter referred to as ‘first party’ challenged the aforesaid award unsuccessfully, therefore, these workmen had to be treated ‘workmen’ with continuous service in the workshop from the initial date of engagement maintaining their seniority and re-fixing their wages a fresh with all consequential benefits enjoyed by their junior workmen. The second party union also moved the High Court of Gujarat vide SCA No. 1853/1998 wherein the High Court ordered the workmen to approach the first party regarding the aforesaid reliefs. But the first party evaded the orders of the Tribunal as well as the High Court. Therefore, they have prayed that the workmen

involved in this reference be given temporary status considering 120 days of service from the initial date of their engagement in the workshop absorbing them as regular employee with all seniority and consequential benefits whatsoever it may be.

4. The first party submitted the written statement Ex. 9 submitting that the dispute referred for adjudication does not fall within the provisions of Schedule 3 and 4 of the Industrial Disputes Act therefore, barred the jurisdiction of this Tribunal. The jurisdiction of the Tribunal is also barred by the provisions of Central Administrative Tribunal Act. The matter in question relates to the implementation of the award passed in Reference (ITC) No. 13/1981 therefore, cannot be said to an "Industrial Dispute". These workmen involved in this reference were initially working in the project under Construction Department and they had been granted temporary status in terms of Railway Board's Letter No. E(NG)II-84/02/41 dated 11.09.1986 and were regularised in Western Railway, Baroda Division and Rajkot Division as Gangman in the scale of 2610-3540(RSRP) on 09.09.1997 and subsequently absorbed in the workshop in the year 1999 as Khalasi in the scale of 3250 (RSRP) as per award passed in Reference (ITC) No. 13/1981. Thus the concerned workmen are not eligible for entitled and for grant of temporary status as absorption as Khalasi in the scale of 2550-3200 in workshop by giving benefits with retrospective effect over the regular employees of the workshop Sabarmati and grant of seniority, wages, back wages fixed as per the rule framed by the authority. Thus the reference is liable to be dismissed.

5. The second party has submitted the copy of the judgement of the Tribunal in Reference (ITC) No. 13/1981.

6. On the basis of the pleadings, the following issues arise:

- i. Whether this Tribunal has jurisdiction to adjudicate this reference?
- ii. Whether the demand of Railway Workers Union is justified in demanding seniority and fixation of wages from the date of entry into service in Engineering Workshop regarding 27 employees as per list enclosed (Annexure-1) in terms of the award of Industrial Tribunal in Reference (ITC) No. 13/1981 dated 14.03.1996?
- iii. To what relief, if any, the concerned workman is entitled?

7. **Issue No. i:** The first party in his written statement Ex. 9 has raised the plea that this Tribunal has no jurisdiction to try this reference on the ground that the matter relates to service of the employees which comes within the jurisdiction of the Central Administrative Tribunal and Central Administrative Tribunal Act and secondly this reference is with regard to the implementation of the award passed in Reference (ITC) No. 13/1981. Both these arguments has no force because the dispute in Reference (ITC) No. 13/1981 was challenged by the first party wherein the Tribunal passed the award in favour of the second party and against the first party which was also confirmed by the High Court and thirdly as regards the plea that this reference is a implementation of the award passed in Reference (ITC) No. 13/1981, the reference has not been challenged before the appellate authority as provided in the Industrial Disputes Act, therefore, the first party is barred to raised the plea of jurisdiction on the principles of estoppels. Thus this issue is decided in negative against the first party.

8. **Issue No. ii and iii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party union who submitted the affidavit of one of the workmen Rameshchand S. Bhadotiya reiterating the averments made in the statement of claim. In his cross-examination, he has stated that he did not submitted any application for recruitment in Western Railway, however, at that point of time in the year 1976, recruits some employees on the basis of physical fitness after physically appearing before the selection board. In the month of August, 1979, in the Sabarmati workshop, he was selected on the post of Khalasi in Engineering Workshop, Sabarmati. It is wrong to say that he joined the service in the year 1989 and was given temporary status on 01.01.1983. He was absorbed in the engineering workshop on 30.01.1999. He always served in the Sabarmati workshop.

9. The first party did not prefer to examine any witness, however, submitted the documents vide list Ex. 28 which are reproduced as under:

S. No.	Name of Documents	Date
1	A copy of service book prepared by Construction Department of Shri Rameshchandra S.	-----
2	A copy of railway board's letter no. E(NG)II/84/CL/41(RBE No. 167/86) as circulated by HQ Office vide letter no. E(R&T) 615/0 dated 19.09.1986	11.09.1986
3	A copy of Memorandum No. JAM/E/615/1 issued by XEN(SPL)'s office, Ahmedabad – 2	07.01.1990
4	A copy Rajkot Division Letter no. EE/891/1/16 Vol. iii dated 09.09.1997 containing list of 323 project casual labours of Rajkot Division including name of Shri Rameshchandra S.	09.09.1997
5	A copy memorandum no. E/615/1 Vol. IV issued by the office of Dy. CE (C&S), Ahmedabad	10.12.1997

6	A copy of letter no. E/891/1/1 issued by the office of Dy. Chief Engineer (Construction and Survey)'s office, Ahmedabad containing name of Shri Rameshchandra Son of Surajpal at Sr. No. 10 in the list of casual labours engaged by construction organisation and has been regularised by Rajkot Division in terms of Rajkot Division letter no. EE/891/1/16 Vol. III dated 09.09.1997	06.04.1998
7	A copy of PF Nomination dated 24.04.1998 of Shri Rameshchandra Surajpal	24.04.1998
8	A copy of family declaration for privilege pass and PTO by Shri Rameshchandra S.	24.04.1998
9	A copy of letter no. E/891/1/7 Vol. II issued by Engineering Workshop Sabarmati consequent upon absorption of Shri Rameshchandra S.	16.01.1999
10	A copy of memorandum no. ADI/E/615-I Vol. I issued by the office of Dy. CE(Construction)-I, Ahmedabad-2	27.01.1999
11	A copy of letter no. CIOW/C/E/615/I of CIOW (C) ROB-I Western Railway, Ahmedabad	29.01.1999
12	A copy of resumption of duty letter dated 30.01.1999 by Shri Rameshchandra S. and other 16 employees	30.01.1999
13	A copy of willingness of Shri Rameshchandra S. to work as a Khalasi at Engineering Workshop, Sabarmati	08.02.1999
14	A copy of office order no. 20 issued by the office of the Chief Works Manager Engineering, Sabarmati	12.02.1999
15	A copy of memorandum No. EE/891/1/16 Vol. VI issued by the office of Divisional Railway Manager(E), Rajkot	24.02.1999
16	A copy of office order no. 95 fixing pay of Shri Rameshchandra S. from the post of Gangman Scale Rs.2650-3540(RP) to the post of Khalasi at Engineering Workshop in Scale Rs.2550-3200	17.06.1999
17	A copy of letter no. E/HER/1082/771 issued from HQ Office, Western Railway to Chief Works Manager, Engineering Workshop, Sabarmati	10.09.1999
18	A copy of letter no. E/1030/3 assigning seniority to Shri Rameshchandra S. as a Khalasi in Scale Rs.2500-3200 (RSRP) by Engineering Workshop, Sabarmati	01.12.1999
19	A copy of office order no. 265 notifying panel of suitable employees for the post of Khalasi helper in Scale Rs.2650-4000(RP) containing name of Shri Rameshchandra S. at Sr. No. 28	31.12.2002
20	A copy of office order no. 5 granting promotion to Shri Rameshchandra S. for the post of Khalasi helper in Scale Rs.2650-4000(RP) by Engineering workshop, Sabarmati	15/20.01.2003
21	A copy of office order no. 32 regarding fixation of pay in favour of Shri Rameshchandra S. on promotion to the post of Khalasi helper in scale Rs.2650-4000.	04.03.2003
22	A copy of office order no. 216 issuing panel for the post of Toolkeeper Gr. III, PB-1, 5200-20200+GP1900 in favour of Shri Rameshchandra S.	08.11.2011
23	A copy of office order no. 224 issuing promotion order for the post of Toolkeeper Gr. III, PB-1, 5200-20200+GP1900 in favour of Shri Rameshchandra S.	29.11.2011
24	A copy of office order no. 17 issuing promotion order for the post of Material Collector Gr. II, PB-1, 200-20200+GP2400 in favour of Shri Rameshchandra S.	10.02.2014
25	A copy of office order no. 141 in respect of Shri Rameshchandra S. promoting him to the post of Technician, Gr. I, Level 5 issued by the office of post Chief Works Manager Engineering, Sabarmati	17.10.2017

10. But the first party has not challenged the order of the High Court confirming the award passed in Reference (ITC) No. 13/1981 in any higher forum and has also not preferred to lead any oral evidence except submitting the documentary evidence which have no relevance in the matter because as per the award passed in Reference (ITC) No. 13/1981, the first party has not treated the 33 casual workers as workers in the Engineering Workshop granting them temporary status and other benefits as admissible under the service rules but the award is silent as to from which date, they should be granted temporary benefits. Thus it would be appropriate that these workmen should be given temporary status absorbing them as employee from the year 1979 or the date immediate after regular employees were appointed with all service benefits whichever is later. Both the Issue No. ii and iii are decided accordingly.

11. The first party is directed to give temporary status to all the workmen concerning the reference absorbing them as employee from the year 1979 or the date immediate after regular employees were appointed with all service benefits which is later.

12. Thus the award is passed accordingly. The award shall be given effect within 60 days from the publication of the award.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 156/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-12012/131/2005-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 156/2006) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 14.02.2019.

[No. L-12012/131/2005-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad, Dated 10th January, 2019

Reference: (CGITA) No. 156/2006

1. The Regional Manager,
State Bank of Saurashtra (Now State Bank of India),
2nd Floor, Whitehouse, Ranabhav Chowk,
Junagadh (Gujarat)
2. The Branch Manager,
State Bank of Saurashtra (Now State Bank of India),
Maliya Hatima Branch,
Junagadh (Gujarat)

V/s

...First Parties

Mr. Lakhani Dharmendra Babulal,
At Village – Ambecha, Punapara Mallilya Hatima,
Junagadh (Gujarat)

...Second Party

For the First Parties : Shri A.B. Gogia
For the Second Party : Shri A.J. Parihar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/131/2005-IR (B-I) dated 21.07.2006 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Regional Manager, State Bank of Saurashtra, Junagadh and the Branch Manager, State Bank of Saurashtra, Maliya Hatina Branch, Junagadh in terminating the services of Shri Lakhani Dharmendra Babulal, a peon w.e.f. 01.06.2004 orally without following the provisions of law is legal and justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 21.07.2006 and received on 11.08.2006 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After service of notice to the parties, the second party workman Lakhani Dharmendra Babulal submitted his statement of claim Ex. 4 alleging that he was appointed as Peon on 21.01.1997 at Maliya (Hatima) Branch of State Bank of Saurashtra. He was serving the bank honestly, sincerely and regularly. He was performing the permanent nature of work regularly. Though his appointment was initially part-time but after completion of one year of part-time service, he was appointed as full time Peon. The Bank used to give him artificial intermittent breaks in his service and on 01.06.2004, his services were terminated by the Branch Manager by way of oral order despite the fact that he served for more than 240 day in number of years. He approached the authorities for his regularisation but to no result. Thus his termination order was in violation of Section 25 F and G of the Industrial Disputes Act. Therefore, he has prayed for reinstatement with back wages and all service benefits.
3. The first party State Bank of Saurashtra (Now State Bank of India) submitting the written statement Ex. 15 has submitted that the workman was appointed as Peon on 21.01.1997 as part-time workman for cleaning and sweeping of the premises and fetching water for drinking for the employees for two (2) hours in a day. He was paid the wages by way of vouchers. The Bank was working with the full strength of staff, therefore, he cannot be regularised because of his part-time job as well as non-availability of the vacancy. There was no violation of Section 25 F and G of the Industrial Disputes Act being non-applicable in this case. His wages was always paid by way of vouchers being submitted by the Bank vide Ex. 18. He was also not terminated as alleged by the workman.
4. The Bank has submitted the copies of vouchers by which the remuneration were paid to the workman during the whole period of his engagement in the Bank.
5. On the basis of the pleadings, the following issues arise:
 - i. Whether the action of the Regional Manager, State Bank of Saurashtra, Junagadh and the Branch Manager, State Bank of Saurashtra, Maliya Hatina Branch, Junagadh in terminating the services of Shri Lakhani Dharmendra Babulal, a peon w.e.f. 01.06.2004 orally without following the provisions of law is legal and justified?
 - ii. To what relief, if any, the concerned workman is entitled?
6. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman Lakhani Dharmendra Babulal who submitted his affidavit Ex. 21 reiterating the averments made in the statement of claim but he has stated in his cross-examination that he did the job as part-time sweeper since 1997. He has not submitted any proof that he was regularised or made permanent employee.
7. The first party Bank submitted the affidavit Ex. 24 of Mansukhlal Devashbhai Parmar reiterating the averments made in the written statement and also stated in the cross-examination that the workman was a part-time sweeper on the basis of daily remuneration of Rs.50/- per day.
8. I heard the arguments of the parties and perused the evidence. There is no evidence on record that he was retrenched and also there was no evidence that any junior employee was retrenched. What establishes is that this workman was paid wages of Rs.240/- on 18.01.1999, Rs.240/- on 30.01.1999, Rs.240/- on 13.04.1999, Rs. 240/- on 23.04.1999, Rs.240/- on 11.05.1999, Rs.240/- on 26.05.1999, Rs.240/- on 06.07.1999, Rs. 240/- on 02.08.1999, Rs.240/- on 21.08.1999, Rs.240/- on 02.11.1999, Rs.240/- on 06.12.1999 etc. by way of vouchers till 22.02.2003. Thus it appears that this workman was has been paid the wages from 18.01.1999 to 22.02.2003 that too as a part-time sweeper for part of the e-stay to which he has been paid. The workman has failed to establish that there was any vacancy in the branch against the sanctioned post of sweeper.
9. Thus on the basis of the evidence available on the record, the workman appears to be a part-time sweeper engaged by the Branch Manager having no power to appoint any part-time sweeper but the first party Bank has failed to establish as to what action was taken by the Bank against such errant of the Branch Manager who engaged this workman as part-time sweeper without having any authority to appoint. Thus reinstatement would amount to back door entry, therefore, this workman cannot be ordered to be reinstated with back wages however it would be appropriate to order the first party Bank to pay Rs.50000/- to the second party workman as lump-sum compensation.
10. The first party is directed to pay Rs.50000/- (Rupees Fifty Thousand) to the second party workman Lakhani Dharmendra Babulal as lump-sum compensation within 30 days from the publication of the award. Both the issues are decided accordingly.
11. The award is also passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का. आ. 274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अहमदाबाद के पंचाट (संदर्भ संख्या 155/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.02.2019 प्राप्त हुआ था।

[सं. एल-12012/130/2005-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 155/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 14.02.2019.

[No. L-12012/130/2005-IR(B-1)]

B.S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT cum Labour Court,
Ahmedabad, Dated 10th January, 2019

Reference: (CGITA) No. 155/2006

1. The Assistant General Manager,
State Bank of Saurashtra (Now State Bank of India),
Region IV, Sardar Baug, Near Rajkot House,
Rajkot (Gujarat)
2. The Branch Manager,
State Bank of Saurashtra (Now State Bank of India),
Khiesara Ghed Branch,
Junagadh (Gujarat)
3. The Chairman,
State Bank of Saurashtra (Now State Bank of India),
Head Office, P.O. Box No. 51,
Bhavnagar (Gujarat) - 394001

...First Parties

V/s

Mr. Karsan Jina Parmar,
Of Khirasara Ghed,
Tal. Keshod,
Junagadh (Gujarat)

...Second Party

For the First Parties : Shri A.B. Gogia
For the Second Party : Shri A.J. Parihar

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/130/2005-IR (B-I) dated 21.07.2006 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Assistant General Manager, State Bank of Saurashtra, Rajkot and the Branch Manager, State Bank of Saurashtra, Khirasara Branch in terminating the services of Shri Karsan Jina Parmar, a peon w.e.f. 07.02.2003 orally without following the provisions of law is legal and justified? If not, what relief the workman is entitled to?”

1. The reference dates back to 21.07.2006 and received on 11.08.2006 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After service of notice to the parties, the second party workman Karsan Jina Parmar submitted his statement of claim Ex. 4 alleging that he was appointed as Peon on 28.09.2001 at Khirasara (Ghed) Branch of State Bank of Saurashtra. He was serving the bank honestly, sincerely and regularly. He was performing the permanent nature of work regularly. Though his appointment was initially part-time but after completion of one year of part-time service, he was appointed as full time Peon. The Bank used to give him artificial intermittent breaks in his service and on 07.02.2003, his services were terminated by the Branch Manager by way of oral order despite the fact that he served for more than 240 day in number of years. He approached the authorities for his regularisation but to no result. Thus his termination order was in violation of Section 25 F and G of the Industrial Disputes Act. Therefore, he has prayed for reinstatement with back wages and all service benefits.
3. The first party State Bank of Saurashtra (Now State Bank of India) submitting the written statement Ex. 20 has submitted that the workman was appointed as Peon on 28.09.2001 as part-time workman for cleaning and sweeping of the premises and fetching water for drinking for the employees for two (2) hours in a day. He was paid the wages by way of vouchers. The Bank was working with the full strength of staff, therefore, he cannot be regularised because of his part-time job as well as non-availability of the vacancy. There was no violation of Section 25 F and G of the Industrial Disputes Act being non-applicable in this case. His wages was always paid by way of vouchers being submitted by the Bank vide Ex. 21 to the tune of Rs.50/- per day. He was also not terminated as alleged by the workman.
4. The Bank has submitted the copies of vouchers by which the remuneration were paid to the workman for amount of Rs.50/- per day during the whole period of his engagement in the Bank.
5. On the basis of the pleadings, the following issues arise:
 - i. Whether the action of the Assistant General Manager, State Bank of Saurashtra, Rajkot and the Branch Manager, State Bank of Saurashtra, Khirasara Branch in terminating the services of Shri Karsan Jina Parmar, a peon w.e.f. 07.02.2003 orally without following the provisions of law is legal and justified?
 - ii. To what relief, if any, the concerned workman is entitled?
6. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workman Karsan Jina Parmar who submitted his affidavit Ex. 22 reiterating the averments made in the statement of claim but he has stated in his cross-examination that he did the job as part-time sweeper since 1995. He has not submitted any proof that he was regularised or made permanent employee.
7. The first party Bank submitted the affidavit Ex. 25 of Anand Singh reiterating the averments made in the written statement and also stated in the cross-examination that the workman was a part-time sweeper on the basis of daily remuneration of Rs.50/- per day.
8. By perusal of the statements submitted by the advocate of the second party workman, it appears that this workman worked for 266 days in the year 2002 but there was no authentication on this statement by the first party State Bank of Saurashtra.
9. I heard the arguments of the parties and perused the evidence. There is no evidence on record that he was retrenched and also there was no evidence that any junior employee was retrenched. What establishes is that this workman was paid wages of Rs.350/- on 08.10.2001 for 7 days, Rs.600/- for 10 days on 24.10.2001, Rs.350/- for 5 days on 05.11.2001, Rs.300/- for 6 days on 13.11.2001, Rs.500/- for 10 days on 24.11.2001, Rs.550/- for 11 days on 11.12.2001, Rs.300/- for 6 days on 19.12.2001, Rs. 550/- for 11 days on 31.12.2001, Rs.800/- for 16 days on 21.01.2002, Rs.250/- for 5 days on 10.02.2002, Rs.300/- for 6 days on 13.02.2002 etc. by way of vouchers till 10.02.2003. Thus it appears that this workman was has been paid the wages from 08.06.2001 to 10.02.2003 that too as a part-time sweeper for part of the e-stay to which he has been paid. The workman has failed to establish that there was any vacancy in the branch against the sanctioned post of sweeper.
10. Thus on the basis of the evidence available on the record, the workman appears to be a part-time sweeper engaged by the Branch Manager having no power to appoint any part-time sweeper but the first party Bank has failed to establish as to what action was taken by the Bank against such errant of the Branch Manager who engaged this workman as part-time sweeper without having any authority to appoint. Thus reinstatement would amount to back door entry, therefore, this workman cannot be ordered to be reinstated with back wages however it would be appropriate to order the first party Bank to pay Rs.50000/- to the second party workman as lump-sum compensation.
11. The first party is directed to pay Rs.50000/- (Rupees Fifty Thousand) to the second party workman Karsan Jina Parmar as lump-sum compensation within 30 days from the publication of the award. Both the issues are decided accordingly.
12. The award is also passed accordingly.

नई दिल्ली, 14 फरवरी, 2019

का.आ. 275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या: 14/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/28/2015-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 275.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 14 of 2015) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/28/2015-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 14/2015

Employer in relation to the management of Block II Area, of M/s. BCCL,

AND

Their workman

Present : Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : None

State : Jharkhand

Industry- Coal

Dated- 28.01. 2019

AWARD

By order No. L-20012/28/2015-IR(C-I) dated 19/05/2015 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Block II Area of M/S BCCL in denying employment to Sri Satyendra Kumar, dependant son of Late Rambaran Prasad Ex- Shale Picker under the provision of NCWA-VI is fair and justified? To what relief Sri Satyendra Kumar , dependant son of late Rambaran Prasad is entitled to ?”

2. This Case is received from the Ministry on 01.06.2015. After receipt of the reference, both parties are noticed. During the pendency of the case Ld. General Secretary of the sponsoring Union has submitted that workman has not been interested in contesting the case. It is felt that the workman has lost his interest to resolved the matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 87/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/685/1997-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 276.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 87 of 1998) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/685/1997-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 87/1998**

Employer in relation to the management of Govindpur Area of M/s BCCL,

AND**Their workman****Present :** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated: 28.01.2019

AWARD

By order No. L-20012/685/1997-IR(C-I) dated 10/09/1998 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Union for correction of the date of Birth of Sri Ram Bachan Yadav, fitter of Dobary colliery through the medical Board is legal & justified? If not, to what relief the workman is entitled?”

2. After receipt of the reference, both parties are noticed and they appeared before the Tribunal till 3/02/2000 but thereafter none of the parties appeared subsequently. Case is still pending. It is felt that parties have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D.K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 188/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/180/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 277.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 188 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/180/1999-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 188/1999

Employer in relation to the management of C.W.S Barkakana M/S. CCL.,

AND

Their workmen

Present : Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : Shri D.K.Verma. Advocate

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated : 29.01.2019

AWARD

By order No. L-20012/180/1999-IR(C-I) dated 19/11/1999 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the union that the workmen of Central Workshop who are deputed to work in outside collieries of CCL or its subsidiaries be paid transport subsidy Rs. 2.50 and Rs. 3.50 per day w.e.f. 01.01.89 & 01.10.93 respectively as per NCWA IV & V is fair and proper ? If so, what directions are necessary?”

2. After receipt of the reference, both parties were noticed. The Workmen appeared for certain dates but, subsequently left appearing before this Tribunal. The management remains present. Case is still pending. It appears that the workmen have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 189/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/207/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 278.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 189 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/207/1999-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 189/1999**

Employer in relation to the management of Govindpur Area M/s. BCCL

AND**Their workman****Present :** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : Shri D.K. Verma. Advocate

For the workman : None

State : Jharkhand.

Industry- Coal

Dated: 29.01.2019

AWARD

By order No. L-20012/207/1999-IR(C-I) dated 19/11/1999 the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Govindpur Area No.III of BCCL in not protecting the basic wages of Sri Gandu Moochi, Miner Loader while regularizing him as a Driller in category-IV is legal and justified? If not, to what relief the concerned workmen is entitled to ?”

2. After receipt of the reference, both parties were noticed. The workmen appeared for certain dates but subsequently left appearing before this Tribunal. The management remains present through lawyer. Case is still pending. It is felt that the workman has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D.K.SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 190/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/209/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 279.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 190 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/209/1999-IR(C-I)]

M.K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 190/1999**

Employer in relation to the management of Govindpur Area, M/S. BCCL

AND**Their Workman**

Present : Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma , Advocate

For the workman : None

State : Jharkhand.

Industry. Coal

Dated: 29.01. 2019

AWARD

By order No. L-20012/209/1999-IR(C-I) dated 19/11/1999, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Karmchari Sangh for regularization of Sri Pramod Goswami, Stone Cutter as Telephone Operator is legal? If yes, to what relief the workman concerned is entitled and from which date?”

2. After receipt of the reference, both parties were noticed. The workmen appeared for certain dates, but subsequently left appearing before this Tribunal. The management remains present through lawyer. Case is still pending. It appears that the workmen has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 197/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/302/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 280.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 197 of 1999) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/302/1999-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 197/1999

Employer in relation to the management of Kusunda Colliery of M/s. BCCL,

AND**Their workman**

Present : Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand.

Industry : Coal

Dated : 30.01. 2019

AWARD

By order No. L-20012/302/1999-IR(C-I) dated 26/11/1999, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Kusunda Colliery of BCCL in not regularising Sri Bhaso Prasad, Gen. Mazdoor as UG Munshi, the post where he has been working since 91 is justified? If not, what relief the concerned workman is entitled to?”

2. After receipt of the reference, both parties were noticed. But none of the parties appeared before this Tribunal. Case is still pending. It appears that parties have lost their interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 14 फरवरी, 2019

का.आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 207/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.02.2019 को प्राप्त हुआ था।

[सं. एल-20012/295/2001-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th February, 2019

S.O. 281.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 207 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.02.2019.

[No. L-20012/295/2001-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947

Reference: No. 207/2001

Employer in relation to the management of Lodna Area M/S. BCCL, Dhanbad

AND

Their workman

Present : Shri D.K.Singh, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : Shri S.C.Gour, Rep.

State : Jharkhand.

Industry : Coal

Dated :30.01. 2019

AWARD

By order No. L-20012/295/2001-IR(C-1) dated 21/09/2001, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the management’s stand in denying employment to the widow of Late Haripado Orang as per NCWA is justified ? If not, to what relief is the said applicant entitled?”

2. This Case is received from the Ministry on 01.11.2001. After receipt of the reference, both parties were noticed. The workmen appeared for certain dates but during the course of hearing of the case Ld. Vice President of the union has informed that workman has not been interested in contesting the case. It is felt that the workman has lost his interest to resolve the matter. Hence “No dispute” award is passed. communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 18 फरवरी, 2019

का.आ. 282.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचात (संदर्भ सं. 172/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.02.2019 को प्राप्त हुआ था।

[सं. एल-12011/40/2015-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 18th February, 2019

S.O. 282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 172/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* No 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Corporation Bank, and their workmen, received by the Central Government on 18.02.2019.

[No. L-12011/40/2015-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1 : NEW DELHI

ID No.172/2015

Corporation Bank Employees Union,
C/o. Corporation Bank, Mini Caps Centre,
16/98, LIC Building, the Mall,
Kanpur (UP) 208001.

... Workman/Claimant

Versus

1. The General Manager
Corporation Bank,
Pandeshwar, Mangaladevi Temple Road,
Mangalore 575001.
2. The Asstt.General Manager,
Corporation Bank,
Opp. Suri Nursing Home, Prabhat Nagar,
Meerut (UP) 250001.

... Managements

AWARD

This Award shall decide a reference which was made to this Tribunal by the Appropriate Government vide letter No. L-12011/40/2015-IR(B-II) dated 15th/21st July, 2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the management of Corporation Bank, is wrong in denying the redesignation of the workman on ¾ scale wages with effect from 17/12/1998 itself ? If so, the Corporation Bank management should redesignate him with consequential arrear wages/benefits ?’

2. Both parties were put to notice and the claimant Union filed its statement of claim, to which the Management filed its written statement.

Admitted facts :-

Admitted facts of the case as per pleadings of the parties are that the workman Bhagawat Saran was appointed as Part time sweeper at Bareilly Branch of the Bank on 1/2 scale wages and he was absorbed into permanent service of the Management Bank as a part time sweeper on ½ scale wages in terms of appointment letter Ex.WW1/1 (dated 18/11/1998) w.e.f.17/12/1998. It is undisputed fact that the workman was granted ¾ scale wages w.e.f. 1/4/2006.

3. The case of the claimant Union is that from the inception of Bareilly branch of the Bank since the year 1998 when the workman was engaged, the carpet area of the branch which was to be swept by the workman was 4984 sq. ft. and as per the settlement dated 15/2/1995 arrived at between the Management and Workmen Union, the workman was

entitled to be paid $3/4^{\text{th}}$ of scale wages instead of $1/2$ scale wages paid by the Management Bank. A representation dated 17/4/2008 was given by the Workmen Union to the Management for payment of appropriate scale wages i.e. $3/4^{\text{th}}$ scale wages commensurate with the carpet area of the branch but to no avail. Thereafter an industrial dispute was raised before the Conciliation Officer which also yielded no result and hence this reference. It is pleaded that action of the Management Bank in not re-designating the workman on $3/4^{\text{th}}$ scale wages from his initial entry i.e. March, 1998 and in any case from 17/12/1998, was wrong and prayer has been made that such an action of the Management be held to be wrong and illegal and that workman be granted relief of $3/4^{\text{th}}$ scale wages with consequential reliefs.

4. The claim petition has been resisted by the Management preliminary on the ground of delay and laches as the dispute has been raised in the year 2015 i.e. after almost after 17 years and there is no explanation for the delay in raising the dispute. In any event the claimant is being paid $3/4^{\text{th}}$ scale wages with effect from 1/4/2006. It is alleged that the fixation of the wages of the workman was as per circular No.143/1998 dated 15/4/1998 issued by the Management. It is also alleged that the claimant had accepted the terms of appointment which inter-alia required that the workman was required to work at the branch of the Bank upto 19 hours in a week and as such the workman/claimant was paid wages as per norms of the Bank. As such, the claimant is not entitled to $3/4^{\text{th}}$ scale wages from 17/12/1998 as claimed by him. Prayer has been made for rejection of the claim petition.

5. The claimant Union filed rejoinder whereby it denied all the allegations made by the Management and reiterated its own case as set up in the claim petition.

6. On the pleadings of the parties, this Tribunal vide order dated 04/07/2016 framed following issues :-

- (i) Whether the claim petition filed by the claimant is not maintainable in view of preliminary objections ?
- (ii) As in terms of reference ?

7. In support of its case, Shri R.P. Vajpayee. Authorised representative of the Workmen Union appeared in the witness box and tendered his evidence by way of affidavit Ex.WW1/1 and relied on the documents Ex.WW1/1 to Ex.WW1/14. On the other hand, the Management examined MW1 Praveen Kumar Khanna, Asstt. General Manager of the Management Bank who also filed his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/2.

8. I have heard Shri R.P. Vajpayee, A/R for the workman and Shri Rajat Arora, A/R for the Management. I have also gone through the records carefully.

Issue No.1 :-

9. Ld.A/R for the Management contended that the claim petition filed by the claimant Union is not maintainable as the dispute has been raised in the year 2015 i.e. after almost after 17 years and there is no explanation for the delay in raising the dispute.

10. Per contra, A/R for the Claimant Union submitted that there is no unnecessary delay in raising the dispute inasmuch the claimant Union as well as workman had submitted representation/s to the Management when it came to their notice that the workman was not paid wages as per the carpet area of the Branch.

11. The claimant has filed on record copy of the representation dated 4/4/2008 (Ex.WW1/6) and representation dated 17/4/2008 (Ex.WW1/5) which were submitted to the Management by the workman Bhagwat Saran himself and the claimant Union respectively. As such, the argument of the Management that dispute has been raised after 17 years is contrary to the records. Moreover, it is fairly settled that once a reference under Section 10 of the Act is made by the Appropriate Government, the Tribunal is required to decide the same notwithstanding the ground of delay. Hon'ble Supreme Court in the case of **S.M. Nilajkar Vs. Telecom District Manager, (2003) 4 SCC 27** has held that the reference sought for by the workman can not be said to be delayed or suffering from a lapse particularly when law does not prescribe any period of limitation for raising a limitation under Section 10 of the Act. As such, the contention of the Management that the claim petition is not maintainable on the ground of delay/laches is not sustainable. This issue is decided accordingly against the Management and in favour of the workman/claimant.

Issue No.2 :-

11. From the pleadings of the parties and evidence adduced on record, it is manifest that the workman Bhagawat Saran was appointed as Part time sweeper at Bareilly Branch of the Bank initially on 31/3/1998 on $1/2$ scale wages and he was absorbed into permanent service of the Management Bank as a part time sweeper on $1/2$ scale wages w.e.f, 17/12/1998 in terms of appointment letter Ex.WW1/1 (dated 18/11/1998). It is undisputed fact that the workman is still in the employment of the Management Bank and he was granted $3/4$ scale wages w.e.f. 1/4/2006. Document Ex.WW1/4 which was furnished by the Branch Manager in response to H.O. circular No.143/98 dated 15/4/1998, shows that the total carpet area of the Bareilly Branch of the Management Bank was/is 4984.00 sq. ft.

12. Short controversy arises for consideration is as to whether the workman was required to be paid $3/4$ scale wages as per the carpet area of the Bank Branch to be swept by the workman, instead of $1/2$ scale wages paid in terms of appointment letter.

13. During the course of arguments, learned A/R for the Management referred to clause No.3 of appointment letter Ex.WW1/1 to stress that since the workman was required to work upto 19 hours in a week, he was commensurately paid $1/2$ scale wages applicable to the part time workers. On the contrary, learned A/R for the claimant submitted that as the

carpet area of the Bareilly Branch of the Management Branch was more than 4000 sq. ft. which the workman was sweeping, the workman was entitled to be paid $3/4^{\text{th}}$ scale wages instead of $1/2$ wages.

14. Perusal of the record shows that the Management Bank had issued “Norms for fixation of wages to Part Time Sweepers” as far back as 15th April, 1998 which is Ex.MW1/1 and thereby **the Management had made it clear that appointment of Part Time Sweepers either on consolidated wages or on graded scale wages in a Branch shall be made having regard to the normal working hours per week required to be performed by the Part time Sweepers and the total carpet area inside the Branch/Office premises and rate of wages will be as under :-**

Normal Working hours per week	Total Carpet area inside the office premises	Rate of wages payable
More than 3 hours but less than 6 hours	Less than 1800 sq.ft.	Consolidated wages of Rs.500/- per month
6 hours to 13 hours	1800 sq. ft. to 3000 sq.ft.	1/3 of the scale wages
More than 13 hours to 19 hours	3001 sq.ft.to 4000 sq.ft.	1/2 of the scale wages
More than 19 hours to 29 hours	4001 sq.ft.to 5000 sq.ft.	3/4th of the scale wages

It was made clear in the said document Ex.MW1/1 that for the purpose of determining the wages pages to Part Time Sweepers, the total carpet area inside the Branch/office **shall be reckoned**.

15. As mentioned above, total carpet area of the Bareilly Branch of the Management Branch wherein the workman Bhagwat Saran was appointed as Part Time Sweeper was more than 4000 sq. ft. As per appointment letter Ex.WW1/1, the workman was required to work upto 19 hours in a week. This impliedly shows that Norms (Ex.MW1/1) for fixation of wages to Part Time Sweeper like the workman Bhagwat Saran were fully applicable to him on the day of his confirmation w.e.f. 17/12/1998 and he was fully entitled to get $3/4^{\text{th}}$ scale wages inasmuch he was required to work for 19 hours in a week and the total carpet area of the Bank Branch where he was posted was more than 4000 sq. ft. In the light of the aforesaid, it emerges that action of the Management Bank in not observing the Norms Ex.MW1/1 which clearly provided that for the purpose of determining the wages pages to Part Time Sweepers, the total carpet area inside the Branch/office **shall be reckoned**, was wrong and unjust and accordingly it is held that the workman Bhagwat Saran was entitled to get $3/4^{\text{th}}$ scale wages instead of $1/2$ scale wages, w.e.f. 17/12/1998. This issue is, therefore, decided accordingly in favour of the claimant Union and against the Management.

Relief :-

16. In view of my findings on issue No.1 and 2 above, the Management Bank is directed to redesignate the workman Bhagwat Saran in $3/4^{\text{th}}$ scale wages instead of $1/2$ scale wages w.e.f. 17/12/1998 and arrears arising therefrom be paid to the workman within two months from the date of publication of this Award. Award is passed accordingly.

Date : 12.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 18 फरवरी, 2019

का.आ. 283.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 52/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/14/2010-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 18th February, 2019

S.O. 283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court, AHMEDABAD (GUJARAT)* as shown in the Annexure, in the industrial dispute between the management of Indian Bank, and their workmen, received by the Central Government on 18.02.2019.

[No. L-12012/14/2010-IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD

Present : Pramod Kumar Chaturvedi, Presiding Officer, CGIT-cum-Labour Court,
 Ahmedabad, Dated 22nd January, 2019

Reference: (CGITA) No. 52/2010

The General Manager,
 Indian Bank,
 Circle Office, 201-205, Block D, Rudra Arcade,
 132 Feet Ring Road, Drive In Cross Road, Mem Nagar,
 Ahmedabad (Gujarat)

...First Party

V/s

Shri Dinesh M. Barot,
 P/12, Kalpataru Apartment,
 Near Geanesh Vidyalaya, Nava Vadaj,
 Ahmedabad (Gujarat)

... Second Party

For the First Party : Shri K.V. Gadhia
 For the Second Party : Shri C.R. Chaudhary

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/14/2010-IR (B-II) dated 21.04.2010 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of General Manager, Indian Bank, Ahmedabad in compulsory retiring Shri M. Barot w.e.f. 18.11.2008 as punishment is legal and justified? What relief the concerned workman is entitled to?”

1. The reference dates back to 21.04.2010 and received on 03.05.2010 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After issuing notice to both the parties, the second party workman submitted the statement of claim Ex. 4 on 13.01.2011 alleging that he has been working with the first party Indian Bank hereinafter referred to as ‘first party’ on the post of sub-staff (SSR No. 28008/75) on the salary of Rs.13119/- per month since 02.01.1981 with utmost sincerely and honesty. On 14.11.2007, the Bank served him with a show-cause notice to explain his misconduct for long absence during the years 2002 to 2005 for 34 days in the year 2002, 32 days in the year 2003, 57 days in the year 2004 and 151 days from the year 2005 to September, 2007, thereafter on 28.03.2008, he was served with the charge-sheet for the so called misconduct but he was not given proper opportunity of hearing to defend himself in the departmental enquiry. The enquiry was conducted on 12.04.2008 and 18.04.2008 and after conclusion of enquiry, the enquiry officer submitted his enquiry report which was prima facie illegal, improper and arbitrary and also against the procedure given in the Industrial Disputes Act. He has further alleged that on the basis of enquiry report, he was ordered to be retired compulsorily. He moved an appeal against the said order but the appellate authority confirmed the aforesaid order.
3. The first party submitted the written statement Ex. 6 partly admitting the averments made in the statement of claim regarding allegations of long absence and enquiry. The first party in the written statement submitted that the service of the workman was not unblemished. He was served a show-cause notice dated 14.11.2007 followed by charge sheet on 28.03.2008. He was given proper opportunity of hearing in the departmental enquiry. As he was guilty of long absence during the period from the year 2002 to 2007, therefore, after find him guilty in the departmental enquiry, the disciplinary authority ordered him taking a lenient view, compulsory retirement with all legal dues. The appellate authority confirmed the aforesaid order. The workman has also accepted all the legal dues at the time of compulsory retirement.
4. On the basis of the pleadings, the following issues arise:
 - i. Whether the action of the management of General Manager, Indian Bank, Ahmedabad in compulsory retiring Shri M. Barot w.e.f. 18.11.2008 as punishment is legal and justified?
 - ii. To what relief, if any, the concerned workman is entitled?
5. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together.

6. The first party has submitted all the documents along with the departmental enquiry vide list Ex. 7. All these documents have been admitted by the second party workman therefore, are exhibited from Ex. 9 to Ex. 31.

7. The workman vide letter Ex. 8 moved pursis stating that he has not been challenging the procedure of enquiry and simply challenging the finding of enquiry and gravity of punishment. He did not examine himself or any other witness to substantiate the statement of claim. The enquiry report Ex. 20 reveals that the second party workman was given proper opportunity disclosing that he absented from duty for 34 days in the year 2002, 32 days in the year 2003, 57 days in the year 2004 and 151 days in the year 2005 to February, 2007 without seeking prior permission.

8. I considered the arguments of both the parties and documentary evidence lead by the first party. The long absence of 274 days from 2002 to February, 2007 is a grave misconduct because the working of the Bank comes under the category of essential service and any employee of the Bank who becomes habitual of absence from duty without prior permission or authorisation makes it a serious misconduct and awarding a lenient view of compulsory retirement does not deserved to be disturbed by this Tribunal and secondly, the workman has already accepted the legal dues at the time of compulsory retirement, therefore, the reference has no force and need no interference by this Tribunal.

9. Thus the reference has no force, hence dismissed.

10. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 18 फरवरी, 2019

का.आ. 284.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 62/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.02.2019 को प्राप्त हुआ था।

[सं. एल-12011/72/2012-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 18th February, 2019

S.O.284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1*, New Delhi as shown in the Annexure, in the industrial dispute between the management of UCO Bank, and their workmen, received by the Central Government on 18.02.2019.

[No. L-12011/72/2012 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1, DWARKA COURTS COMPLEX : NEW DELHI.

ID No. 62/2013

Shri Govind s/o. Shri Ranbir Singh,
C/o. Hindustan Engineering & General Majdoor Union,
D-2/24 Sultanpuri,
New Delhi .

... Workman/Claimant

Versus

1) The General Manager
M/s. UCO Bank, Regional Office,
GAD Ist Floor,
5, Parliament Street,
New Delhi 110001.

2) The Manager, UCO Bank,
220/2 Rampura, Lawrence Road,
New Delhi

...Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-12011/72/ 2012-IR(B-II) dated 18.03.2013 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the Management of UCO Bank in terminating the services of workman Shri Govind w.e.f. 2.6.2011 is fair and legal ? What relief the workman is entitled for ?’

2. Both parties were put to notice and the claimant/workman Govind filed statement of claim, with the averments that he had been working as Peon with the Management Bank w.e.f. 12/8/2004 on daily wage basis @ Rs.150/-per day. Earlier the workman had worked with UCO Bank, Azadpur Branch for two months and thereafter service record of the workman was transferred to UCO Bank, Lawrence Road, in August, 2004 and there the then Manager Shri R.B.Jain had engaged the workman on temporary basis . He never gave any chance of complaint to his superiors and worked satisfactorily. During his long service tenure, neither he was regularized, nor he was paid wages at par with the permanent employees of the Management Bank. Since Legal amenities such as PF, ESI, earned leave, casual leave, bonus, overtime etc. were not provided, the workman/claimant made demand for the same time and again, with the result the Management became annoyed and when on 2/6/2011 he went to perform his duty, he was not allowed to do so rather his services were illegally terminated without any notice or charge-sheet. A demand letter dated 24/10/2011 was sent to the Management but to no response. Thereafter the workman approached the Conciliation Officer but to no avail. It is pleaded that services of the workman have been terminated in violation of the provisions of Section 25-F,G and H of the Act. The workman is unemployed since the day of his termination and has got no source of his livelihood. Prayer has been made for his reinstatement into service with continuity of service and with full back wages and all consequential benefits alongwith interest @ 18 per cent.

3. The claim petition has been resisted by the Management who filed its written statement and took preliminary objections inter-alia that there is no employer-employee relationship between the claimant and the Management and that the claimant is not a workman as defined under Section 2(s) of the Act. It is alleged that the claimant Govind was not appointed as peon or on any other post w.e.f. 12/8/2004 or any other date by the Management. However, the said Shri Govind used to work in the office of Management for a period of 1 or 2 days in case of leave of any employee of the Management and as such there is no relationship of workman and employer between the parties. It has been denied that the claimant was working as Peon w.e.f. 12/8/2014 with the management @ Rs.150 per day and that the management used to pay to the claimant on weekly basis. Prayer has been made for rejection of the claim petition with costs.

4. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated her own case as set up in the claim petition.

5. On the pleadings of the parties, my learned Predecessor vide order dated 11/09/2013 observed that no other issue than those referred for adjudication by the appropriate Government is made out and parties were called upon to adduce their respective evidence.

6. The Claimant in support of his case examined himself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/159.

7. On the other hand, the Management in order to rebut the case of the claimant examined Shri Hemant Mehra, Senior Manager, UCo Bank, Lawrence Road Branch who tendered his evidence by way of affidavit Ex.MW1/A and relied on the document Ex.MW1/1.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to contentions of Shri Kailash Kumar, A/R for the claimant as none had appeared on behalf of the Management.

9. An objection has been raised on behalf of the Management that there is no relationship of employer and employee between the Management & claimant because claimant Govind was never appointed as peon or on any other post w.e.f. 12/8/2004 or any other date by the Management.

10. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of her employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

11. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit ExWW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. In its written statement Management has pleaded that the claimant was engaged in the office of Management for a period of 1 or 2 days in case any employee happens to be on leave. As such, engagement of the claimant as casual employee is not in dispute. Even otherwise, the claimant has filed on record copies of number of vouchers as Ex.WW1/1 to Ex.WW1/154

(duly admitted by A/R for the Management), perusal of which shows that payments under “Misc. Expenses” towards charges for stitching of vouchers, were made to the claimant Govind –a casual labour, during the period from 12/8/2004 to 30/4/2011. The Management has not challenged the authenticity of the documents Ex.WW1/1 to Ex.WW1/154. Thus, it stands proved on record that the claimant was working as casual worker with the Management Bank for quite long prior to his termination on 2/6/2011, though neither any letter of appointment, nor any termination letter was issued to him. Since in the case in hand, it stands clearly proved from the evidence adduced on record, the claimant was engaged as “casual worker” by the Management Bank and as such, to my mind, the claimant is a “workman” within the definition of Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon’ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

12. As discussed above, in the case in hand engagement of the claimant as casual worker for stitching the bank vouchers stands established and as such this Tribunal has no hesitation to hold that there existed relationship of Employer-employee between the Management and the claimant herein and that the claimant had been working as casual worker with the Management for about seven years prior to his termination on 02/6/2011.

13. The vital question now arises for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. This Tribunal while rendering findings on Issue No.1 has held that the claimant was the “Workman” for the purposes of the Act. Admittedly, the Management bank has not issued any notice to the claimant before ordering his termination, nor has paid one month’s salary in lieu of such notice as required under Section 25-F of the Act. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

- (a) The workman has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days’ average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month’s notice in writing or one month’s wages in lieu of the notice and payment of retrenchment compensation to the concerned workman.

There is long line of decisions of Hon’ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. As such, it is held that action of the Management in terminating/disengaging the services of the claimant herein was unjustified and illegal.

14. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. There is pleading in the claim petition as well as evidence to the effect that the workman is unemployed since the day of his termination and has got no source of his livelihood.. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that he is in a position to make his both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or ad-hoc work to make his both ends meet, that would not itself amount to gainful employment.

15. There is long line of decisions of Hon’ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

16. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management in terminating the services of the workman w.e.f. 2/6/2011 is held to be illegal and void.

17. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was working as casual worker in the Management Bank for the last about 7 years prior to his termination on 2/6/2011. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman to do cleaning/sweeping of the bank premises is of perennial and regular nature. The claimant has pleaded and testified that he is totally unemployed since his termination.

18. The Hon'ble Apex Court in case "Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya" reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

19. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497).

20. A Bench of three Judges of the Hon'ble Supreme Court in the case of Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

21. However, Hon'ble Apex Court in the case General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

22. Yet in another latest case of Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd., Manu/DE/1922/2018 (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018)** **MANU/de/1322/2018** wherein service of a casual driver was terminated without any notice or payment of one month’s salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon’ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

23. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal and the claimant/workman is not gainfully employed anywhere since after his termination by the Management. Award is passed accordingly.

Date : 07.02.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 18 फरवरी, 2019

का.आ. 285.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 150/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.02.2019 को प्राप्त हुआ था।

[सं. एल-12012/51/2016-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 18th February, 2019

S.O. 285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* No. 1, New Delhi as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank, and their workmen, received by the Central Government on 18.02.2019.

[No. L-12012/51/2016 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DWARKA COURTS COMPLEX : NEW DELHI****ID No. 150/2016**

Smt. Babli
Through Rashtriya Krantikari Mazdoor Union,
E-97 Karampura,
New Delhi 110015.

...Workman/Claimant

Versus

The Manager
Punjab National Bank,
Ghevera Branch,
Delhi 110081.

....Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-12012/51/ 2016-IR(B-II) dated 23.08.2016 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the services of the workman Smt. Babli w/o. Shri Ashok Kumar have been terminated illegally and/or unjustifiably by the management of Punjab National Bank and so, to what relief is she entitled and what directions are necessary in this regard ? ’

2. Both parties were put to notice and the claimant/workman Smt. Babli filed statement of claim, with the averments that she had been working to the post of Safai Karamchari since the year 1993 in the Extension Counter of the Management Bank and her drawn wages were Rs.4700/- per month. She never gave any chance of complaint to her superiors and worked satisfactorily. During her service tenure of 22 years, neither she was regularized, nor she was paid wages at par with the permanent employees of the Management Bank. Since Ghewra Branch of the Bank became a big branch and sweeping work was increased, the workman gave a representation dated 22/6/2007 to the Management with a request to increase her wages and to regularize her, upon which the Branch Manager had sent a letter to the Senior Manager, Staff Section, North Delhi Zone, New Delhi but to no avail. Although the workman continued to work with dedication, yet all of a sudden on 25/8/2015 her services were terminated by the Management without any prior notice and payment of compensation. The said act of the Management is illegal and contrary to labour practices. A demand notice dated 15/10/2015 was sent through Registered Post to the Management but to no response. Thereafter the workman approached the Conciliation Officer but no settlement could be arrived at. It is pleaded that the Management has terminated the services of the workman in violation of the provisions of Section 25-F, G and H of the Act. It is also pleaded that the workman is unemployed since the day of her termination and has got no source of her livelihood. Prayer has been made for her reinstatement in service with continuity of service and with full back wages and all consequential benefits alongwith interest @ 18 per cent.

3. The claim petition has been resisted by the Management who filed its written statement and took preliminary objections inter-alia that there is no employer-employee relationship between the claimant and the Management. It is alleged that no person by the name of Babli was working at BO Punjabi Bagh of the Management for the period from 1993 to 2003. It is alleged that one Smt. Shiela was working as a permanent part time sweeper at Punjabi Bagh Branch and one Shri Ravi Kumar was posted as a part time sweeper at BO Ghevra since November, 2011 to May, 2015. However, it is a fact that the services of the claimant were utilized at BO Ghevra, Delhi for cleaning the branch premises in the leave gap arrangement as and when the permanent part time sweeper posted at the branch remained on leave and the claimant was paid for such engagement. The claimant was never appointed by the Bank and no appointment letter was ever issued to her. Since the claimant was not an employee of the Bank, so the question of termination of her services does not arise. Prayer has been made for rejection of the claim petition with costs.

4. The claimant/workman filed rejoinder wherein she denied all the allegations made by the Management and reiterated her own case as set up in the claim petition.

5. On the pleadings of the parties, this Tribunal vide order dated 18/01/2017 framed following issues :-

- (i) Whether the reference petition is not maintainable in view of preliminary objections ?
- (ii) In terms of reference ?
- (iii) Relief.

6. The Claimant in support of her case examined herself as W.W.1 and tendered her affidavit Ex.WW1/A alongwith documents Ex.WW1/1 to WW1/10.

7. On the other hand, the Management in order to rebut the case of the claimant examined Shri Anil Kumar Bansal, Branch Manager who tendered his evidence by way of affidavit Ex.MW1/A.

8. I have carefully gone through the evidence adduced on record by both the parties and have give my thoughtful consideration to rival contentions of Shri Kailash Kumar, A/R for the claimant and Shri Rajat Arora, A/R for the Management.

Issue No.1 :-

9. Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, since the services of the claimant were in fact utilized at BO Ghevra, Delhi for cleaning the branch premises in the leave gap arrangement as and when the permanent part time sweeper posted at the branch remained on leave and the claimant was paid for such engagement. It was also contended that onus is also upon the claimant to prove that she was in the employment of the Management Bank and has completed more than 240 days in a calendar year.

10. Per contra, learned counsel appearing on behalf of the Claimant submitted that the claimant was working as Part Time Sweeper with the Management Bank since 2003 and that her services were illegally terminated on 25/8/2015.

11. There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of her employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

12. This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit ExWW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. The claimant has filed on record copy of the letter dated 19/7/2011 (Ex.WW1/6) and letter dated 22/6/2007 (Ex.WW1/7) whereby the Branch Manager of Ghevra Branch of the Bank had forwarded the application of the claimant Smt. Babli –temp. PTS to the Chief Manager, HRD Department North Delhi Circle, New Delhi, for appointment as part time worker with 1/3rd of pay. It is abundantly clear from the aforesaid letters the claimant Smt. Babli had been working in the Ghevra Branch of the Management Bank for a long time, **as temp.PTS (temporary Part Time Sweeper) and she was being paid wages @ Rs.600/- per month under the power of the Manager.** The claimant has also filed on record document Ex.WW1/10 (Form-C of the Bank) which shows that a sum of Rs.2343-23 towards bonus was paid to her as against total wages of Rs.28130/- earned during the financial year 2010-2011. The Management has not challenged the authenticity of the documents Ex.WW1/6, Ex.WW1/7 and Ex.WW1/10. Needless to mention here that bonus is paid to a workman who worked over an year in any institution/industry. Even MW1 Anil Kumar Bansal, Branch Manager –sole witness examined by the Management, deposed that the claimant worked with the Management from June, 2013 to October, 2014 – the time when he was posted at Ghevra Branch of the Management Bank but he showed his ignorance if the claimant worked continuously from 1993 till 24/8/2015. Thus, it stands proved on record that the claimant was working as Part Time Sweeper with the Management Bank for quite long prior to her termination on 25/8/2015, though neither any letter of appointment, nor any termination letter was issued to her. Since in the case in hand, it stands clearly proved from the evidence adduced on record, especially the documents Ex.WW1/6, Ex.WW1/7 and Ex.WW1/10, the claimant was engaged as temporary **Part Time Sweeper** by the Management Bank and as such, to my mind, the claimant is a “workman” within the definition of Section 2(S) of the Act. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon’ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of “workman” has observed as under :-

“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of “workman” as provided in Section 2(S) of the Act.

13. As discussed above, in the case in hand engagement of the claimant as temporary part time sweeper for cleaning the bank premises stands established and as such this Tribunal has no hesitation to hold that there existed relationship of

Employer-employee between the Management and the claimant herein and that the claimant had been working as Temporary Part Time Sweeper with the Management for over 20 years prior to her termination on 25/8/2015. This issue is, therefore, decided in favour of the claimant and against the Management.

Issue No.2 and 3:-

14. Both these issues being co-related are taken up together and can be disposed of conveniently.

15. The vital question for consideration is as to whether termination of the claimant is illegal and against the provisions of the Act. This Tribunal while rendering findings on Issue No.1 has held that the claimant was the "Workman" for the purposes of the Act. Admittedly, the Management bank has not issued any notice to the claimant before ordering her termination, nor has paid one month's salary in lieu of such notice as required under Section 25-F of the Act. I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

"25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart-from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman.

There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render whole action of the Management Bank to be illegal and wrong under the law. As such, it is held that action of the Management in terminating/disengaging the services of the claimant herein was unjustified and illegal.

16. Now the crucial question for consideration is whether the claimant is entitled to any incidental relief of payment of back wages and/or reinstatement of service. There is pleading in the claim petition as well as evidence to the effect that the workman is unemployed since the day of her termination and has got no source of her livelihood.. The Management has not adduced any evidence to show that the claimant is gainfully employed somewhere else or that she is in a position to make her both ends meet by doing any work. Even if it is assumed that the claimant is doing some intermittent or ad-hoc work to make her both ends meet, that would not itself amount to gainful employment.

17. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management Bank to be illegal and void under the law.

18. Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management in terminating the services of the workman w.e.f. 25/1/2012 is held to be illegal and void.

19. Now the residual question is whether the claimant/work is entitled to any incidental relief of payment of back wages and/or reinstatement of service with full back wages. It is proved on record that claimant was working as **Part Time Sweeper** in the Management Bank for the last more than 20 years prior to her termination on 25/8/2015. There is no show cause notice or charge-sheet issued to the claimant/workman by the Management. Moreover, the job of the workman to do cleaning/sweeping of the bank premises is of perennial and regular nature. The claimant has pleaded and testified that she is totally unemployed since her termination.

20. The Hon'ble Apex Court in case **"Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 has held as under :

"The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman wads gainfully employed and was getting wages equal to the wages he/she wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."

21. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se, sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat* (2010) 5 SCC 497).

22. A Bench of three Judges of the Hon'ble Supreme Court in the case of **Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited** (1979) 2 SCC 80 held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen alongwith payment of back wages.

23. However, Hon'ble Apex Court in the case **General Manager, Haryana Roadways Vs. Rudan Singh,** reported as 2005 SCC (L&S) 716 observed as under :-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year.*"

24. Yet in another latest case of **Bholanath Lal and others Vs. Shree Om Enterprises (P) Ltd.,** **Manu/DE/1922/2018** (decided on 10/5/2018), Hon'ble High Court of Delhi while considering the question of illegal termination and reinstatement held as under :-

“The cases in which the competent court or tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the court or tribunal concerned will be fully justified in directing payment of full back wages. In such cases, the superior courts should not exercise power under Article 226 or 136 of the Constitution and interfere with the award passed by the Labour Court, etc. merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer’s obligation to pay the same. The courts must always keep in view that that in the cases of wrongful/illegal termination of service, the wrongdoer is the employer and the sufferer is the employee./workman and there is no justification to give a premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/ workman his dues in the form of full back wages.”

A similar view has been taken in the case of **Delhi Jal Board Vs. Vimal Kumar (decided on 5-4-2018)** MANU/de/1322/2018 wherein service of a casual driver was terminated without any notice or payment of one month’s salary in lieu of such notice. The Industrial Tribunal answering the reference held the action of the management to be illegal and in violation of Section 25-F of the Act. The Award was upheld by Hon’ble High Court of Delhi by observing as under :-

“In view of the above discussion, I am unable to discern any illegality or infirmity in the impugned Award, dated 29th May, 2003, of the Labour Court, to the extent that it holds the termination of the services of the respondent, by the petitioner, to be illegal and unlawful. I am entirely in agreement with the finding, of the Labour Court, that the services of the respondent were retrenched in violation of Section 25-F of the ID Act and that, therefore, he was entitled to be reinstated in service with all consequential benefits. In view of the fact that going by the age of the respondent as disclosed in the counter affidavit filed before this Court, he would, today, be only 50 years of age, and also in view of the fact that the termination of his services as SCM Driver was not on account of any deficiency or shortcoming detected in the manner of discharge by the respondent, of his duties as such, I am of the opinion, that the facts of the present case, do not warrant any interference with the direction, of the Labour Court, to the petitioner to reinstate the respondent in service with the benefit of continuity of service. The petitioner is, therefore, directed to reinstate the respondent in service forthwith.

Inasmuch as the respondent has not been rendering any service to the petitioner since the date of his termination, however, the back wages payable to the respondent would be limited to 50 per cent of the wages which he would have drawn he had continued to serve the petitioner.....”

25. Having regard to the legal position as discussed above and the fact that the claimant was performing duty to a post of regular and perennial nature, this Tribunal is of the firm view that the claimant herein is entitled for reinstatement into service on the same post, with 50 per cent back wages, inasmuch as termination of the claimant/workman is per-se illegal, particularly when the job is of regular and perennial nature and the claimant/workman is not gainfully employed anywhere since after her termination by the Management. Award is passed accordingly.

Date : 12.02.2019

AVTAR CHAND DOGRA, Presiding Officer